

The Solicitors' Journal.

LONDON, MARCH 10, 1883.

CURRENT TOPICS.

AN IDEA was prevalent previously to the meeting of the Rule Committee of Judges last week, that the draft of the new rules was to be completed at that meeting. We believe there was no foundation for this impression. It is understood that the committee are still far from a settlement, and that there is no prospect of the rules coming out for some considerable time.

A SPECIAL GENERAL MEETING of the members of the Incorporated Law Society will be held on Friday, the 27th of April, 1883. This intimation is given for the purpose of affording members an opportunity of sending to the secretary on or before the 27th of March instant copies of any resolutions they may desire to propose at the meeting. Due notice of the meeting will afterwards be given in accordance with the bye-laws.

THE PROVISIONS of the Government measure for amending the law relating to contempt of court will be known to our readers, through the Lord CHANCELLOR's speech, before these columns are published, but it is understood that the leading proposals will be the establishment of a maximum period of imprisonment for a contempt not continued or repeated; and a power to the Attorney-General to apply for the release of prisoners committed for contempt. We have often in former years advocated some limitation of the present power to commit for contempt, and we welcome the effort now to be made to impose reasonable restrictions upon it. We necessarily write before the Lord CHANCELLOR's statement has been reported, but we believe that it is not intended to deal with the case of contempts committed by interference with wards of court, and that proposals will be made for the amendment of the law as to technical contempts.

WE NOTICED in our last issue the important difference which exists between the provisions as to criminal appeal contained in the Criminal Appeal Bill and in the Criminal Code (Indictable Offences Procedure) Bill, both of which measures are introduced by the Government. We believe that the explanation of this discrepancy is to be found in the circumstance that the Procedure Bill is in reality the judges' bill, while the Appeal Bill represents the views of the Government on the question of criminal appeal. It is understood that the Government were preparing a Procedure Bill, in which the Criminal Code, as finally settled by the committee of judges to whom it was referred, was to some extent altered; but, owing to certain representations, presumably from the authors or revisers of the code, it was decided to present to Parliament the procedure part of the code in all material respects as it had been settled by the judges, and at the same time to lay before the House in a separate Bill the provisions on the subject which the Government consider ought to be adopted.

WE PUBLISH elsewhere a batch of new County Court Rules which came into operation on the 1st inst. Many of the rules effect comparatively slight alterations in the Rules of 1875, relating to the same subject-matter, but a new rule, in substitution for rule 8 of order 7, provides for the case of the plaintiff failing to comply with the defendant's notice for further particulars, and gives power to the judge at the trial, if satisfied that the defendant has thereby been prejudiced in his defence, to order the plaintiff to file and deliver full particulars. A new rule added to order 14 provides

for the use in evidence by any party at the trial of an action of any one or more of the answers of the opposite party to interrogatories, without putting in the others. New rules under order 36 prescribe that where a bill of costs has not been taxed on the day of trial, it shall be delivered to the registrar within seven days of the day of trial; that where any party is dissatisfied with the taxation he shall deliver and carry in objections in writing, and that upon such application the taxing officer shall review his taxation. Another rule under this order provides for allowances to scientific witnesses in actions under the Employers' Liability Act and the Rivers Pollution Prevention Act. Additional provisions are made as to service on a solicitor acting for a party in an action, and there are new rules relating to the Inferior Courts' Judgments Extension Act, 1882, and the Married Womens' Property Act, 1882.

A VERY IMPORTANT and, in our opinion, most undesirable, change in the law and practice of bankruptcy will be effected if sub-clause 3 of clause 7 of the Government Bankruptcy Bill be passed in its present form. Clause 7 regulates the proceedings and order on a creditor's petition, and the sub-clause we refer to is as follows:—
"If the court is not satisfied with the proof of the petitioning creditor's debt, or is not satisfied that the debtor is unable to pay his debts, the court may dismiss the petition." The previous sub-clause requires only proof of the petitioning creditor's debt and of an act of bankruptcy having been committed by the debtor to enable the court to make a receiving order; the words in that sub-clause being similar to the words in section 8 of the present Act—viz., "and if satisfied with such proof shall make a receiving order," instead of "shall adjudge the debtor to be bankrupt" as in the section. It has always been sufficient for a creditor to prove the requisites to ground a bankruptcy petition in order to entitle him to adjudication, but if, in addition to this, he must in the future prove that the debtor petitioned against is unable to pay his debts, there is no telling what it may lead to. The words would seem to throw the onus of proof of the debtor's inability to pay upon the petitioning creditor, who might be unable to prove this, though, as a matter of fact, the debtor might be utterly insolvent. The policy of the present and all preceding bankruptcy laws has been to make the committing of an act of bankruptcy the sole test, and to make any alteration from this will be, in our opinion, to introduce a most vicious principle. We observe that by clause 102 of the Bill it is provided that "the court may adjourn any petition, either conditionally or unconditionally, for the procurement of further evidence, or for any other just cause, or may dismiss the petition with or without costs, as the court thinks just." We think it highly inconvenient that the provisions relating to the hearing of petitions should be separated in this way, and we suggest that sub-clause 3 of clause 7 should be amended, and that clause 102 should be incorporated therewith, so that the sub-clause shall read, "If the court is not satisfied with the proof of the petitioning creditor's debt, or that an act of bankruptcy, available for the grounding of a receiving order, has been committed by the debtor, the court may adjourn the hearing of the petition, either conditionally or unconditionally, for the procurement of further evidence, or for any other just cause, or it may dismiss the petition, either with or without costs, as the court may think just." This would be following out section 8 of the present Act, and would, in our opinion, be a decided improvement as a matter both of law and of form.

A CORRESPONDENT in another column inquires as to how far section 9 of the Bills of Sale Act, 1882, is to be construed strictly, and the specific question he puts is whether a bill of sale can now be given to cover a current trading or banking account? The section in question states that "a bill of sale made or given by way

of security for the payment of money by the grantor thereof shall be void unless made in accordance with the form in the schedule to this Act annexed." The words "shall be void" are as strong as words can well be, but they are immediately followed by the words "in accordance with," which are, to say the least, extremely vague. The opinion we have formed in reference to this section, taking both these expressions into account, is, that bills of sale must vary from the form as little as possible, and that if they do not vary from it more than is absolutely necessary, they will be held to comply with the requirements of this section. For instance, nothing can be more reasonable than that a bill of sale should be given to secure a guarantor, as where a guarantor guarantees another's overdraft at his banker's; but a bill of sale given as security for such a guaranty could not be made to literally follow the form of bill given in the schedule to the Act. If, however, a bill given to secure such a guaranty deviated from the prescribed form only to the extent necessary to give the necessary security, we consider that it would be held to be a valid security under the Bills of Sale Act, 1882. Again, where, as in the case put by our correspondent, a bill of sale is given directly to a banker or trading firm to secure an overdrawn account, it is equally impossible to literally follow the form given in the schedule; still, we consider that if such a bill deviates from the form given in the schedule only to the extent necessary to give the required security and no further, it will, if disputed, be held to be in substantial compliance with the requirements of the Act. We consider that such a decision would be wholly reasonable as the Act stands; but when it is further taken into consideration that both the Act itself and the form of bill of sale given in the schedule are neither of them very successful specimens of drafting, it is the less likely that they will be construed with rigour as against those who show a willingness to comply with the requirements as far as they are able to do so. We had formed this opinion as to the construction to be put upon the 9th section of the Act before the decision in *Wilson v. Kirkwood* (*supra*, p. 296) was given, and that judgment entirely confirms us in our opinion.

THE SENTENCE of one year's imprisonment without hard labour imposed by Mr. Justice NORTH in *Reg v. Foote*, upon a conviction for blasphemous libel, has been criticized for its severity, and naturally leads to the inquiry whether there is any and what limit to the punishment which can be inflicted for this kind of offence. The offence being a common law misdemeanor for which no punishment is specially prescribed, we take it to be clear law that, as it is put in Mr. Justice STEPHEN'S Digest of the Criminal Law, article 22, the party convicted is "liable to fine and imprisonment without hard labour, both or either, and to be put under recognizances to keep the peace and be of good behaviour at the discretion of the court." A similar rule is laid down in Russell on Crimes, vol. 1, p. 197, and in Chitty's Criminal Law, at p. 710; but it is observed by the learned author of the latter work that, "it must not be understood that the power thus vested in the judges is a mere arbitrary discretion; they can do nothing contrary to Magna Charta and the fundamental principles of our legal system," and an instance is cited of the House of Lords remitting a fine of £30,000 imposed by judges upon a Duke of DEVONSHIRE for striking within the limits of one of his Majesty's palaces, on the ground that their conduct was oppressive and illegal. It should be pointed out that the common law offence for which FOOTE was convicted is, in a great measure, distinct from the statutory offence created by 9 & 10 Will. 3, c. 32, "for the more effectual suppressing of blasphemy and profaneness," by which persons convicted of having, "by writing, printing, teaching, or advised speaking," denied the Divine authority of the Holy Scriptures, of the Old and New Testament, and other doctrines, are disabled from holding any offices or employments, ecclesiastical, civil, or military. The punishment for a second offence against that Act is, in addition to certain further disqualifications, "imprisonment for the space of three years without bail or mainprize." Whether the statute 60 Geo. 3 & 1 Geo. 4, c. 8, which empowers a court to order the seizure and destruction of all copies of a libel in the possession of a person convicted of blasphemous libel, applies to the case of a conviction for the statutory offence, is, perhaps, doubtful, but where there has been a conviction for the common law offence, that statute would, no doubt, apply. The statutory offence appears to consist in the dissemination of particular false

doctrines, whereas the common law offence consists in the ridiculing of sacred names or things in general.

THE OBSERVATIONS of the judges of the Court of Appeal in the recent case of *Guinness v. Land Corporation of Ireland (Limited)*, reported in last week's issue of the WEEKLY REPORTER, on the decision in *In re The Dronfield Silkstone Coal Company* (29 W. R. 768, L. R. 17 Ch. D. 76) should be noted. It is by no means unusual to find powers given in the articles of association of a limited company which are capable of being construed as an alteration of the conditions contained in the memorandum; and in particular a power is often given to a company by its articles to purchase shares from its shareholders, although the memorandum contains no express authority to do so. It has been supposed that this power rests on the same footing as the powers to accept a surrender or declare a forfeiture of shares, and that the effect of the decision in the *Dronfield case* was that such a power, although contained only in the articles, is not illegal or invalid, if it is used *bonâ fide*, and not as a means of reducing the capital of the company. In the case of *Guinness v. The Land Corporation of Ireland*, however, Lord Justice CORROX, who was one of the judges who decided the *Dronfield case*, explains that decision as follows:—"The *Dronfield case* was this. There was a discretionary power to expend the capital of the company in buying shares. It was decided, I think, in the court below, upon two grounds, that that was enabling the company to traffic in shares, which was to engage in a new business, and also that it was a reduction of capital. The court decided against those points, and this matter which we have now to consider [*i.e.*, whether the articles can be read with the memorandum in order to supply powers not conferred by the latter] does not seem to have been much considered. . . . In that case, as [the power in the articles] had been reasonably used—not used as the means of a cloak to diminish the capital—and the shares were not in any way cancelled or put an end to, but were re-issuable, we were of opinion that that was an article which did give the power to the directors which they exercised, and that the person whose shares they bought was not to be considered as still a shareholder, on the ground that the directors had no power to enter into a bargain with him." These observations seem to indicate a disposition to confine the decision in the *Dronfield case* within strict limits, and it will be advisable in future, in framing the memorandum and articles of a company, to observe very carefully that the articles do not contain anything which can be construed as an alteration of the conditions contained in the memorandum.

WHILE EXPRESSING our general approval of the form of the Government Bankruptcy Bill, and the manner in which its several parts have been divided and arranged, we must take exception to the principle which has actuated the framers of the Bill of consigning several of the points dealt with in the first and second schedules to these schedules, instead of dealing with them in the body of the Bill. The majority of the rules in the schedules relate to procedure only, but several of them lay down principles and rules of law which we think ought to be incorporated in the body of the Bill. We would instance more particularly rules 12 and 13 of the first schedule, as to voting powers of certain creditors, and rules 19—22 of the second schedule, regulating proofs in respect of distinct contracts, periodical payments, interest, and debts payable at a future time. The point may not appear to the general public to be of much importance, but it may cause considerable inconvenience to the profession, as it will occasion three different references upon several points—first, to the Bill itself; secondly, to the schedules; and, thirdly, to the rules of court to be made under clause 119.

In the Queen's Bench Division, on Wednesday, Mr. Justice Stephen observed, during an interval in the proceedings:—"I wish to say a word upon a subject that has deeply affected me, and I have no doubt many of the members of this profession—I mean the death of our friend, Mr. W. G. Harrison. I have known him personally for probably a longer time than almost any other member either of the bench or of the bar. He was a friend of not much less than forty years' standing. I do not think that a more honourable or a more amiable man ever practised in these courts. He possessed very marked abilities, and they were set off rather, perhaps, than diminished by some harmless eccentricities, which endeared him to those who knew him. The profession has sustained a great loss by his death, which was as unexpected as it is sad."

THE CRIMINAL PROCEDURE BILL.

The Criminal Code (Indictable Offences Procedure) Bill consists of 131 clauses. Many of these clauses, particularly those which incorporate the first of Jervis's Acts, and which deal with criminal pleading, with examination of the prisoner, and challenges to the jury, are taken from or suggested by the "Criminal Code" which was first presented to Parliament in 1878; but the framework of the new Bill is so very different from "Part VII." of the Code, which was entitled "Procedure," and so many new provisions are introduced, that it will be desirable to deal with the Bill as if it were a new measure. We propose to go through the more important provisions, dwelling especially on novelties. There are ten "parts," entitled—I., "General"; II., "Compelling Appearance of Accused before Justices"; III., "Procedure on Appearance of Accused"; IV., "Place and Mode of Trial"; V., "Indictments"; VI., "Preferring Indictments"; VII., "Trial"; VIII., "Appeal"; IX., "Costs, Restitution," &c.; and X., "Repeal"—which seems to be a good and orderly division, except that "Appeal" ought surely to have been placed after, and not before, "Costs, Restitution," &c.

I. *General*.—By clause 2 it is proposed that the Act shall come into force on the 29th of December, 1883. If the passing of the Bill should be postponed till August, this would, we think, be rather too early a date, considering that all preliminaries under the Act will have to be taken before justices of the peace. By clause 4 it is directed that "night" is to mean the interval between 9 p.m. and 6 a.m., "local mean time." The hours are the same as those fixed by the Larceny Act, 1861, in connection with the offence of burglary, but the expression "local mean time" is new, and is an unfortunate departure from the Statutes Definition of Time Act, 1880, which prescribes Greenwich mean time in all cases. The difference is never very great, perhaps twenty minutes at the outside, but as Greenwich time is more easily ascertainable than local time, and has also been fixed by a general statute, we think this small departure would prove to be inconvenient. To clause 6, which exempts from the Act indictments for a common nuisance "other than such a common nuisance as endangers the lives, safety, or health of the public, or injures the person of any individual," we have a decided objection. The common nuisances not comprehended in the exception are so few in number, and are so seldom the subject of an indictment in practice, that it is not worth while to exclude them. And—though this is rather a bold suggestion—we think it is worth considering whether such common nuisances might not fairly be made actionable only, and no longer indictable.

Clause 7 abolishes the *effete* common law doctrine (see *Wells v. Abraham*, 20 W. R. 659, L. R. 7 Q. B. 554), that a civil remedy for a felonious act is suspended until conviction obtained, and clause 9 gives jurisdiction to the court of quarter sessions in cases of burglary and robbery with violence. Against this latter clause we have not a word to say, except that we do not see why the new jurisdiction should be shorn, as it is, of the power to order whipping.

II., III., IV. *Procedure before Justices*.—The three "parts" of the Bill which deal with procedure before justices are, in the main, an incorporation of the "Indictable Offences Act, 1848" (11 & 12 Vict. c. 42), which the Bill proposes to supersede, but they contain also a new provision of the very highest importance, being nothing more or less than a repetition, with some variation in language, of the famous section of the Irish Crimes Act under which the *prima facie* evidence against the persons now awaiting their trial for the Phoenix Park murders was obtained. The clause in question (clause 12) is as follows:—

"Every justice who has reason to believe that any indictable offence has been committed within the limits of his jurisdiction for which the offender might, according to the law for the time being in force, be arrested without warrant, or that there is reasonable ground for inquiring whether such indictable offence has been committed within those limits, or in either case that there is reasonable ground for inquiring by whom such suspected offence has been committed, may (whether any particular person is charged or not) summon any person within his jurisdiction whom he has reason to believe to be capable of giving material evidence concerning such offence, and may examine such person on oath concerning such offence, and, if he sees cause, bind such person to appear and give evidence, &c."

This very important alteration of the law, which we have ourselves twice suggested, has in principle our warmest approval, but we are not sure whether it is effected in the clearest

and most proper manner. For instance, we miss the safeguard, which the Irish enactment contains, that what a person summoned may say shall not be given in evidence against him, while, on the other hand, he is not excused from answering on the ground that he may criminate himself. The whole clause requires very careful consideration.

Clause 14 very usefully directs that every coroner is to send the inquisition and also the depositions to the clerk to the justices of the petty sessional division in which the inquest is held, and that the justices upon examination of these may "proceed to an inquiry"; and we shall see presently that by another clause of the Bill (clause 82) that useless piece of formality, trial on a coroner's inquisition, is to be altogether abolished. The double reading of the depositions to the accused person required by clauses 29 and 30 might, we think, be dispensed with. Upon clause 31, which provides that "every witness called by the accused, who testifies to any fact relevant to the case, shall be heard," we would suggest that witnesses to character, although their evidence is not legally relevant, should be expressly excluded. Clause 41, which provides for taking the deposition of a witness after committal of the accused, is very much wanted, for, as Sir James Stephen points out in his Digest of Criminal Procedure, recently published, the section of the Criminal Law Amendment Act, 1867, which it is to supersede, is very clumsily drawn, and difficult to understand. The clause must be read with clause 48, which provides that a deposition may be given in evidence if a witness is, when his evidence is required, "dead, or in such a state of health as not to be able to appear in court, or in such a state of mind as not to be able to testify (although in either of the last two cases there may be a prospect of his recovery)."

V. *Place and Mode of Trial*.—The principal novelty in this part of the Bill is the power given to either the prosecutor or the accused to apply to the court for a special jury. As is well known, this may already be done in the case of misdemeanor, but not in the case of felony. We think the innovation a very good one.

VI. *Indictment*.—On this part of the Bill we have nothing but praise to bestow. A statement, it is proposed to enact, "may be made in popular language, without any technical averments or allegations of matter not essential to be proved;" and it is added "that offences may be charged in the alternative," the necessity of which latter novel provision may be seen by reference to *Reg. v. Willshire* (L. R. 6 Q. B. D. 366), in which, as is pointed out in *Best on Evidence* (7th ed., p. 319), a man indicted for a second bigamy escaped by setting up a prior one. It is also provided that in an indictment for publishing a libellous book (see *Bradlaugh v. Reg.*, 26 W. R. 410, L. R. 3 Q. B. D. 607), the senseless practice of copying out the whole book shall be discontinued. Neat and brief forms of indictment are to be found in the schedule to the Bill, which, if it contained nothing else, would be well worth passing for this part alone.

VII. *Preferring Indictment*.—Clause 81 must be read with clause 33, and it will be seen from a comparison of the clauses that an important amendment is proposed. Clause 33 enables an informant to procure himself to be bound over to prosecute, although the charge shall be dismissed by the justices, and clause 81 allows any person who is bound over, and no other person, to prefer an indictment. The Vexatious Indictments Act is repealed, but the new provisions form a very proper substitute for it, except that the saving for the Irish practice, whereby the Crown Solicitor, and other officials, "may prefer an indictment in any case," ought surely to be accompanied by a corresponding saving for the Public Prosecutor in England. Clause 82 abolishes the obsolete practice of presentment by a grand jury without bill, and the useless trials upon a coroner's inquisition, while clause 86 does away with out-lawry in criminal proceedings, which, it will be remembered, was preserved expressly by 33 & 34 Vict. c. 23, and impliedly by the Civil Procedure Acts Repeal Act, 1879.

VIII. *Trial*.—In this part we find a "Crown book" substituted for the "record," and "one or more registered medical practitioners" for the jury, "*de ventre inspiciendo*." But the part also contains the three most important novelties of the Bill, being (1) evidence of the accused; (2) the power of the accused or his counsel to make admissions; and (3) the power to take the verdict of a lesser number than twelve jurors.

The evidence of the accused is provided for by clause 100 as follows:—

"Everyone accused of any indictable offence shall be a competent witness for himself or herself upon his or her trial for such offence, and the wife or husband, as the case may be, of every such accused person shall be a competent witness for him or her upon such trial: Provided that no such person shall be liable to be called as a witness by the prosecutor, but every such witness called and giving evidence on behalf of the accused shall be liable to be cross-examined like any other witness on any matter though not arising out of his examination in chief: Provided that, so far as the cross-examination relates to the credit of the accused, the court may limit such cross-examination to such extent as it thinks proper, although the proposed cross-examination might be permissible in the case of any other witness."

The examination of the accused has in principle our fullest concurrence, but we doubt whether this clause, which is an almost exact reproduction of the clause *in pari materid* of the Criminal Code Bill as altered by the Criminal Code Commissioners, is an improvement of the clause as it originally stood in that Bill, the material distinction being that the original clause directed that the accused should be unsworn, whereas the effect of this clause is that the accused is to be sworn like any other witness. To this alteration we have a decided objection, on the ground of the constant perjuries to which it would manifestly lead. The clause, we may add, is, in our opinion, a very bad piece of draftmanship. The *hims* and *hers* and "as the case may be" are superfluous. Surely it would be more neat to phrase it thus, using the plural just for once:—

"All accused persons and their husbands or wives shall be competent witnesses and liable to cross-examination like any other witnesses, &c.: Provided that no such persons shall be liable to be called as witnesses by the prosecutor Provided that so far as the cross-examination," &c.

The providing for admissions is, we think, a sensible alteration, but as the power to take the verdict of less than twelve jurors is only to take effect in the very unfrequent case of a juror becoming incompetent during the trial, we think that the existing law had better be left alone.

IX. Appeal.—We have already pointed out (*supra*, p. 287) the main distinctions between these clauses and the Criminal Appeal Bill, and will defer what we have to say on the point till we come to criticise that Bill.

X. Costs, Restitution, &c.—Clause 124, which deals with costs, is very defective, in that it leaves the principal part of the old law standing by the enactment that costs are to be "allowed, paid, and repaid by the same persons out of the same funds, on the same terms, and in the same manner as hitherto in cases of felony." Surely the Bill ought to effect a complete consolidation of the law of costs in proceedings for indictable offences.

With regard to restitution, the well-known section 100 of the Larceny Act, 1861, is repealed, and replaced by clause 128, which appears to re-enact it with the omission of the important proviso as to valuable securities so recently weighed and found wanting in *Chichester v. Hill* (31 W. R. 245), and the addition of a provision, borrowed, we presume, from section 27 of the Metropolitan Police Act (2 & 3 Vict. c. 71) (which is *not* repealed), that stolen goods found to have been pawned may be taken from the pawnbroker and delivered to the owner with or without compensation to the pawnbroker. Both omission and addition will require very careful consideration, and we are inclined to think that both are ill-advised. We observe with surprise that occasion is not taken to repeal and re-enact the very useful section 9 of 30 & 31 Vict. c. 35, to the effect that money found on a convicted thief may be ordered to be given to an innocent purchaser of the stolen property.

Repeal.—Only four Acts, being 8 & 9 Vict. c. 68 (Bail in Error); 11 & 12 Vict. c. 46 (Amendment); 11 & 12 Vict. c. 78 (Crown Cases Reserved), and 22 & 23 Vict. c. 17 (the Vexatious Indictments Act), are wholly repealed, but eighteen Acts are partly repealed. The first of Jervis' Acts, 11 & 12 Vict. c. 42, styled in the Bill the Indictable Offences Act, 1848, is conspicuously absent from the schedule of repealed Acts; but it is provided that the provisions of Parts II. and III. "shall supersede all provisions" contained in that Act, "and in all other Acts not hereby repealed, which are repugnant to this Act, but that all other provisions contained in any of such Acts shall remain in force, anything in this Act notwithstanding." We say, emphatically, that this will never do. Jervis' Act should be wholly repealed, and its forms redrawn, and scheduled to the Bill.

Such are the main provisions of the Bill, which is, on the whole, a very good one, and greatly needed, both for its sweeping away of so much old rubbish which has clogged the machinery of criminal procedure far too long, and for its enactment of so many new and salutary provisions.

CONTRACT TO INDEMNIFY A BETTING AGENT.

THE case of *Read v. Anderson* (L. R. 10 Q. B. D. 100), recently decided by Hawkins, J., on further consideration, is one of some interest in point of principle. We doubt whether the decision of the learned judge can be regarded as finally determining the true solution of the question involved, though we think his conclusion was correct. The point was as follows:—The plaintiff was a turf commission agent and a member of Tattersall's. By the well-established usage of the betting world, which usage was known to the defendant, a turf commission agent instructed by an employer to back a horse backs it in his own name, and becomes himself alone responsible to the layer of the odds or the person with whom the bet is made. The defendant employed the plaintiff to back certain horses for races, which the plaintiff accordingly did. The horses, respectively, failed to win, and the bets were therefore lost. The plaintiff paid the amount of the bets to the winners, and now sought to recover the same from the defendant. The question in the action was whether the plaintiff was entitled to recover, and the learned judge held that he was.

It has been held before that the authority given to make a bet under such circumstances gives rise to the implication of an authority to pay it if lost; but in the present case it was contended that the authority to pay had by certain letters, written by defendant to plaintiff before the payment of the bets, been revoked, and, therefore, that the decisions applicable to cases where there had been no suggestion of revocation of the authority did not apply to the present case. We believe that the use of the term "authority" in this connection may, perhaps, lead to confusion. The term "authority" is generally used in cases where the question is as to binding a principal by his agent to a third party, and in such cases there may be a presumption of authority by estoppel as against the principal, though as between the principal and agent there was no authority. We cannot see that any such meaning of the term "authority" is applicable to the present case. "Authority," as used in relation to this case, must mean "direction" or "request." It may be true to say that a direction to make a bet may amount to a direction to pay it if lost, provided there has been no countermand of such direction in the meantime; but if the direction to pay is countermanded, different considerations arise. Of course, it is a possible mode of expressing the law to say that the law considers the direction as still continued, or, in other words, that the direction cannot be withdrawn. And it may be that the agent could, under the old system, have recovered as for money paid for the principal at his request. But the old forms of pleading are now done away with, and it seems to us far better not to say that a direction continued when it was in fact withdrawn. It is obvious that, independently of a pre-existing contract between the principal and agent, there is no request or direction to the agent to pay the bets, but the reverse. And, therefore, the real question is what was the contract? No doubt if a man pays money by my request, unless the circumstances show that the payment was to be gratuitous, the implication is that I have promised to repay him. There needs no other contract between us. It is obvious that the case under discussion is not the simple case of the implication of a contract from the fact of payment by request, because there was no request at the time of payment, and the payment, *ex hypothesi*, was made against the direction of the alleged promisor.

The learned judge, though he held that the letters relied on did not amount, in fact, to a revocation of the authority to pay, nevertheless held that, if the fact had been otherwise, after the bet was once made the authority was irrevocable, and, therefore, the revocation was inoperative; and he proceeded to rely on the well-known doctrine of law by which, when an authority is coupled with an interest, it is irrevocable. It seems to us that this is a doubtful and roundabout way of looking at the question, and that the true way of looking at it is to consider what the original contract between the parties is. If the contract between A. and B. is that, in consideration that A. will make a bet for B. in his own name, B. will repay to A. whatever sums he may pay upon the bet if lost, it seems a clear case, quite independently of all complications as to authority and revocation of authority. There is no question about revoking

authority or authority coupled with an interest; the only necessary proposition is, that if B. made that contract he must keep it. Then the question merely is, whether there is such a promise. Now it does not appear that there is any express promise in those terms, and if not it must be an implied promise. We have frequently called attention to the ambiguity of the terms "implied contract." A contract may be implied by law, or it may arise by necessary inference from the facts, though it is often difficult to say whether such an implication is one of law or of fact. If a man walks into a pastrycook's and takes up a bun and eats it without saying anything, we should say that it is an inference of fact, in the vast majority of cases, that he promises to pay for it. So, having regard to the usage and practice of any trade or market, an implication may arise in fact of a particular promise, though not expressed in words. Now, it is a common doctrine of law that where an agent, at his principal's request, incurs liability, there is an implied promise to indemnify the agent against such liability. The learned judge refers to this doctrine in his judgment, and appears to rely on it, but it seems to us wholly inapplicable in the present case, because, the wagering contract being void, the agent incurs no liability. His payment is, therefore, in the eye of the law, a voluntary payment. It is true the consequence of his not paying might be subsequent loss and discredit in his business; but there is no question of indemnity against that, but only of indemnity in respect of the payments made. But it does not seem to us that the implication of the promise necessarily depends on the liability of the agent. A man may promise to do anything in respect of anything the law regards as a consideration; and making a bet in a man's own name is certainly a consideration.

It seems to us that the best ground upon which the learned judge put his judgment was at the end, where he says, "As a matter of fact, I find that, when the plaintiff in this case was employed to bet, there was a tacit agreement on the part of the defendant to indemnify him against all the ordinary consequences of his so doing." We do not quite agree with the terms used, because it seems doubtful whether they do not imply that the ground of the promise is the liability incurred by the plaintiff, and, as we have said, we do not see that he incurred any in point of law. But it seems to us that, having regard to the usage of the turf, it may perhaps be inferred that there is, in fact, an implied promise to repay the amount of a bet paid by the agent in consideration of his making the bet in his own name. We cannot help thinking such would be the common understanding of the transaction without its being so expressed. We have no sympathy with turf commission agents, but the Legislature having only declared bets void, but not illegal, these transactions must be considered accordingly, and judged of in the same manner as the other transactions of life. It seems to us that the question is mainly one of fact—viz., what was the contract?—and that the jury might well be told that, in such a case as *Read v. Anderson*, the evidence of such a promise as we suggest is very strong. The case we have alluded to was tried before the judge without a jury, and so, of course, he was judge of fact as well as of law.

CORRESPONDENCE.

THE BILLS OF SALE ACT AMENDMENT ACT, 1882.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you or some of your readers kindly state your or their views as to whether, under section 9 of the above Act and the form of bill of sale given in the schedule to the Act, a bill of sale over machinery or other chattels to secure a current trading or banking account varying in amount, but not exceeding a certain specified amount, would be a valid security?

We observe that the words of the section require that a bill of sale "given by way of security for the payment of money" must be "made in accordance with the form"; but the form itself seems only to contemplate a bill of sale for a specified sum, to be repayable at a certain time or by certain instalments. It is clear, therefore, that a bill of sale such as we suggest could not be made in the precise form given in the schedule, but would it be "in accordance with" such form if in place of the clause as to repayment in the statutory form it were to provide as follows:—"And the said A. B. doth further agree and declare that he will duly pay to the said C. D. all and every sum and sums of money which shall from time to time be owing on the security of these presents

at the several times when they respectively shall become due"? In your article upon the Act in the current volume of the *Solicitors' Journal*, p. 3, commenting upon section 9 thereof you remark, "The stringency of this avoiding clause may be noticed in passing—it requires the statutory form, and seems not to admit of another form to the like effect." The precise point which we have now raised, however, scarcely appears to be covered by your remarks, and we have not been able to obtain any assistance from such books as we have consulted. Neither does the case of *Wilson v. Kirkwood*, noted in this week's issue of the *Solicitors' Journal* (p. 296), throw much light upon the point, though it is important as indicating a judicial inclination to relax to some extent the apparent stringency of the section. Bills of sale of the nature we have indicated were formerly very frequently given, and since the Bills of Sale Act, 1878, have been probably even more made use of in respect of trade machinery upon freehold premises, supplementing a mortgage of the freehold.

It is therefore of the utmost importance to practitioners to know whether they may still be relied upon as valid documents, and we shall consequently be much obliged if you or any of your readers can afford us assistance in the matter.

A FIRM OF SOLICITORS.

March 3.

[See observations under head of "Current Topics."—Ed. S. J.]

DELAYS IN THE CHANCERY CHAMBERS.

[To the Editor of the Solicitors' Journal.]

Sir,—On the 13th of December last, in open court, Mr. Justice Kay, in commenting upon the proceedings in an action then before him, gave vent to some very strong remarks upon solicitors in general. The words used by the learned judge are reported to have been as follows:—"One of the greatest blots of our system of jurisprudence is the shocking way in which injuries are permitted to fall upon innocent parties, owing to the manner in which simple administration actions are sometimes dealt with, either through ignorance or negligence on the part of the solicitors employed."

A few days ago my firm received an intimation that an appointment which had been taken at Mr. Justice Kay's chambers for a certain date must stand over, as his lordship required the room of the chief clerk before whom the appointment was to be held. Upon applying for another appointment, I was given one for a day six weeks from the date originally fixed. Why the chief clerk and his staff should have to remove from the convenient set of chambers in which they were so comfortably settled, and why the judge (who presumably will only sit at chambers after 3 p.m., and then not every day) requires this wholesale move I, perhaps, have no occasion to trouble about; but when such an alteration causes an adjournment of official business for six weeks, surely the legal profession have a right to inquire for themselves and their unfortunate clients the reason and justice of such a delay in, perhaps it may be, "a simple administration action." The remarks made by Mr. Justice Kay on the 13th of December were reported far and wide, and were, I need hardly point out, most injurious to a hard-working and sorely-tried profession. I think it only fair that the public should hear both sides of the question, and for that purpose I have written the above. What with transfers—equity judges being sent on circuit, while their brethren of the Queen's Bench Division try to fill their places at the Law Courts—and the constant changes in the rules and practice of the court, solicitors of the present day often find themselves between the proverbial two stools, and come to grief accordingly.

March 5.

A SOLICITOR'S CLERK.

COVENANTS IN LEASES.

[To the Editor of the Solicitors' Journal.]

Sir,—I am obliged by the answer to my letter contained in your last number. If it is still necessary for the draftsman to consider whether or not he should use the word "assigns" in a particular case, he will clearly incur less trouble and responsibility by inserting it always, whether necessary or not. Considering that some provision on this subject was introduced into the Act of 1881, presumably in the interest of brevity and simplicity, it seems a pity that the distinction between the three classes of covenants was not abolished in so many words.

This was recommended by the Real Property Commissioners in their third report, where, after referring to the distinctions, they say, "It appears to us that these distinctions are little less than artificial. They lead to subtleties, and, in our opinion, may be usefully abolished; and with reference to leases and covenants entered into by lessees, we think it should be enacted that all such covenants, of whatever nature and for whatever purpose, unless an intention to the contrary be expressed or is to be inferred from the instrument, should be binding on every assignee of the term. There would be no injustice in such an enactment, because it must always be in the power of the person who takes the assignment of a lease previously to ascertain its contents."

That section 50 of the Conveyancing Act, 1881, is apt to mislead is

evidenced by the fact that Messrs. Clarke and Brett have a note on page 57 of the first edition of their work upon the Act exactly in an opposite sense to that of Messrs. Wolstenholme and Turner, to which you were good enough to refer me.

March 7.

E. L.

"THE SETTLED LAND STATUTES."

[To the Editor of the Solicitors' Journal.]

Sir,—I am much obliged to you for referring to me the letter of "A Solicitor," and to the writer of the letter for calling my attention to an *erratum* in one of the precedents appended to my recently published work on the "Settled Land Statutes." This precedent (p. 328) gives a form of lease by a tenant for life, with the concurrence of a mortgagee of the fee, and was intended to contain the very convenient and usual clause empowering the mortgagor to distrain. This clause was omitted by an oversight, and the omission was unfortunately not noticed in the revision of the proofs. The covenant to pay rent would, in this case, be adapted, so as to be made with the mortgagee, and also with the tenant for life, for payment to the latter till notice, and afterwards to the mortgagee. The case of *Alchorns v. Gomme* (2 Bing. 54) appears to be an authority for holding that a mortgagor may distrain in the mortgagee's name in the absence of the clause referred to: see Woodfall, p. 396.

Lincoln's-inn.

THE AUTHOR.

BANK HOLIDAYS.

[To the Editor of the Solicitors' Journal.]

Sir,—If the principles laid down by Wood, V.C., in the case of *Fitzgerald v. Champneys* (30 L. J. Ch.), as to the effect of subsequent general legislation upon prior special enactments, govern the date of the election of the Spalding Improvement Commissioners put by your correspondent "C. F. R.," it seems to me that the election must be held on the 26th of March, although it happens to be a Bank Holiday.

March 2.

M. J. T.

CASES OF THE WEEK.

PRACTICE—DIVORCE—PERMANENT ALIMONY TO WIFE—DIVORCE COURT ACT, 1857, s. 32.—In a case of *Robertson v. Robertson*, before the Court of Appeal on the 3rd inst., a question arose as to the granting of permanent alimony to a divorced wife, the marriage having been dissolved by reason of her adultery. The appeal was from the refusal of Hannen, P., of the wife's application for leave to present a petition for permanent alimony. The application was made after the expiration of the time fixed by the rules, and, therefore, it was necessary to obtain the leave of the court before presenting the petition. Section 32 of the Divorce Court Act, 1857, provides that:—"The court may, if it shall think fit, on any such decree for dissolution, order that the husband shall, to the satisfaction of the court, secure to the wife such gross sum of money, or such annual sum of money for any term not exceeding her own life, as, having regard to her fortune (if any), to the ability of the husband, and to the conduct of the parties, it shall seem reasonable, and, for that purpose, may refer it to any one of the conveyancing counsel of the Court of Chancery to settle and approve of a proper deed or instrument to be executed by all necessary parties; and the said court may, in such case, if it shall see fit, suspend the pronouncing of its decree until such deed shall have been duly executed; and upon any petition for dissolution of marriage the court shall have the same power to make *interim* orders for payment of money, by way of alimony or otherwise, to the wife, as it would have in a suit instituted for judicial separation." The practice of the Divorce Court has been different from the old practice of the House of Lords (when divorces were obtained by means of a private Act of Parliament), which was to compel the husband, when granting a divorce on the ground of his wife's adultery, to make some provision for her. The Divorce Court, on the contrary, has never (except in one case) granted permanent alimony to a divorced wife, without the consent of the husband, when the marriage has been dissolved by reason of her adultery. In that one case, the husband had received £1,600 of his wife's money, and the court compelled him, after the divorce, to settle £1,000 on her. The Court of Appeal (JESSEL, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision of Hannen, P. JESSEL, M.R., said that their lordships had consulted with the President of the Divorce Division and ascertained his reasons. In the first place, there was no instance of an application being made so late. It was not necessary to assign a limit, but the lapse of more than a year was too long. The President had also decided on the merits. It was the practice only to allow permanent alimony under section 32 of the Act to a guilty wife if a special case for it was shown. The court was not prepared to give any decision as to that practice. The section left an absolute discretion to the judge. When a divorce was only obtainable by Act of Parliament, in practice none but wealthy persons obtained it. When a wealthy person obtained a divorce it was easy to understand that it should be a condition that he should make some provision for his divorced wife. The Divorce Act applied to all people, and one of the grounds for passing it was that, under the old system, only the wealthy could get a divorce. Different considerations arose in the case of a working man. If, for instance, he had married a washerwoman, on being divorced she could return to her business. When the same conditions obtained as in cases before the Act, it might be that the same

reasons would apply. But the court would not lay that down as a rule for the guidance of the Divorce Court. The discretion was open. In this particular case the President came to the conclusion, not only that there was no special case shown entitling the wife to a provision, but that her conduct disentitled her to it. An arrangement had been made before the trial that the wife should withdraw her denial of her guilt, and that the husband should make a provision for her. At the trial she insisted on the fact of her adultery being proved. It had taken place in Italy, the proof was difficult and expensive, and the husband was put to an expense of £3,000. The wife having thus taken away almost all his property, she was not entitled to more. The President had considered all the facts and had had great experience in these cases, and the Court of Appeal would be slow to interfere with the exercise of his discretion. LINDLEY and BOWEN, L.JJ., concurred.—SOLICITORS, *Waddell & Nutt*; *Warner Temple*.

VENDOR AND PURCHASER—CONDITIONS OF SALE—MISDESCRIPTION—RESCISSIO OF CONTRACT.—In the case of *In re The Deptford Creek Bridge Company and Beavan's Contract*, being a summons under the Vendor and Purchaser Act, 1874, before Chitty, J., on the 28th ult. and the 1st inst., a question was raised as to the right of the purchaser to rescind his contract to purchase a freehold property. In the particulars of sale the property was described as comprising a wharf with a frontage to the Deptford Creek of about 60 feet, whereas the measurement of the frontage was about 50 feet. The particulars were, in another respect, incorrect, describing the wharf baulking as campsheddung, whereas it consisted of timbers which did not exclude the inflow of water. By the 15th condition of sale it was provided that no matter, discoverable by mere inspection of the premises, should annul any sale or give rise to any compensation, and by the 16th condition it was provided that, if any error or mis-statement, as to which the right of compensation was not excluded, should appear to have been made in the particulars, such error was not to annul the sale, but compensation was to be made. The purchaser contended that either error in the particulars entitled him to rescind the contract. CHITTY, J., said that the particulars were correct in every respect except the two complained of. To describe the structure in question as campsheddung was plainly incorrect, for there was no doubt but that campsheddung, properly speaking, was impervious to the passage of water. The purchaser, however, must be held to have shut his eyes in respect to this misdescription, for it was one which, to use the terms in the condition of sale, a mere inspection of the premises would have at once disclosed. The objection taken on this error in the particulars was, therefore, not tenable. With respect to the other objection it was different. It was admitted that the usual length of a barge was about 60 feet. It was, therefore, on this assumption, plain that an ordinary barge could not lie contiguously to the whole frontage for the purposes of loading and unloading. On the other hand, it was said by the vendors that no such barge could so lie, whatever was the length of frontage, because the depth of water against the frontage was, at the highest tide, insufficient to float the barge to shore, but that the usual custom of working from planks obviated any difficulty, and that a 50-feet frontage was enough for operations of that kind. But it could not be said that a barge would be at liberty to lie off the wharf in the manner referred to, and its owner, or the owners of the wharf, would be liable to actions if such a practice was resisted by the owners of contiguous wharves, or riparian authorities. In his lordship's opinion there was, in this respect, a substantial misdescription in the particulars of sale, and one which could not have been detected by mere inspection without actual measurement. Therefore, the purchaser was entitled to have the contract rescinded.—SOLICITORS, *Druces, Jackson, & Attlee*; *G. B. H. Drew*.

RIGHT OF APPEAL—MISDEMEANOR—BAIL—JUDICATURE ACT, 1873, s. 47.—In a case of *The Queen v. Foote*, before the Court of Appeal on the 3rd inst., the question arose whether an appeal would lie from the refusal of bail to the defendant to an indictment for a misdemeanor. The defendants were tried on the 1st inst. before North, J., at the Central Criminal Court, for printing and publishing certain blasphemous and impious libels in a newspaper. The jury were unable to agree, and were discharged, the judge saying that he would attend again on the 5th inst. to try the case with a fresh jury. On the 2nd inst. application was made to North, J., to admit the prisoners to bail, but it was refused. The defendants then applied to the Queen's Bench Division, the application being based also on the ground of the inherent power of the Queen's Bench Division to admit to bail. The Divisional Court (GROVE and MATHEW, JJ.) dismissed the application on the ground of want of jurisdiction. The application was renewed in the Court of Appeal, on the ground that all misdemeanors are bailable; that an application for bail was not a criminal proceeding, though it was incidental to one; and that the Court of Appeal had heard the case of *The Queen v. Weil* (L. R. 9 Q. B. D. 701, 26 SOLICITORS' JOURNAL, 597), which was an appeal from a refusal of a divisional court to issue a writ of *habeas corpus* in an extradition case. The point as to jurisdiction was not, however, decided in that case. Section 47 of the Judicature Act, 1873, provides that "no appeal shall lie from any judgment of the High Court in any criminal case or matter, save from some error of law apparent upon the record," and in *Reg. v. Steel* (25 W. R. 24, L. R. 2 Q. B. D. 37) it was decided that no appeal lay from a judgment of the Queen's Bench Division, discharging an order to review the taxation of costs on a criminal information for libel. The Court of Appeal (JESSEL, M.R., and BAGGALLAY and LINDLEY, L.JJ.) affirmed the decision of the Divisional Court. JESSEL, M.R., said that the question was whether section 47 was general in its meaning. It was decided in *Reg. v. Steel* that it was, and he saw no reason to doubt the propriety of that decision, even if the court was not bound by it. Was the word "judgment" used in a large sense, or only technically? It could not be doubted that it was used in the large sense. Was the decision in question a decision in a

criminal matter? Clearly it was. The application could not be entertained. *BAGGALLAY and LINDLEY, L.JJ., concurred. — SOLICITORS, Harper & Batcock.*

VENDOR AND PURCHASER—CONTRACT FOR SALE OF REAL ESTATE—COMPENSATION—PARTIAL WANT OF TITLE DISCOVERED AFTER COMPLETION—BANKRUPTCY OF VENDOR—LIABILITY OF TRUSTEE.—In a case of *Ex parte Riches*, before the Court of Appeal on the 1st inst., a question arose as to the effect of a condition for compensation contained in a contract for the sale of real estate. Property, described in the particulars of sale as freehold, was put up for sale under the order of the court in an action in the Chancery Division, the action being by an equitable mortgagee against his mortgagor, claiming a sale of the mortgaged property by auction, and the conditions of sale provided (*inter alia*) that, "If any error, mis-statement, or omission shall appear to have been made in or from the above particulars or these conditions, such error, mis-statement, or omission is not to annul the sale, nor entitle the purchaser to be discharged from his purchase, but compensation is to be made to or by the purchaser, as the case may be, and the amount of such compensation is to be settled by the judge at chambers." Before the purchase was completed the mortgagor had filed a liquidation petition, and the purchase was completed by his trustee, who executed a conveyance to the purchaser, entering into the ordinary trustee's covenants. The balance of the purchase-money, after satisfying the mortgagee's claim, was paid over to the trustee in the liquidation. About two years after the execution of the conveyance the vendor died, and it was then discovered that, as to part of the property sold, he, instead of being, as he had supposed, owner in fee, had only a life estate. The person entitled in remainder claimed that part of the property, and brought an action against the purchaser to recover possession of it, and the purchaser was compelled to pay a considerable sum of money in satisfaction of this claim. The purchaser then claimed compensation under the above-stated condition of sale, and applied to the Court of Bankruptcy for an order that out of assets of the vendor which were in court in the matter of the liquidation there should be paid to him the amount which he had paid to the adverse claimant. The registrar refused the application, and the Court of Appeal (*JESSEL, M.R., and BAGGALLAY and LINDLEY, L.JJ.*) affirmed his decision. *JESSEL, M.R.*, said that it was a very hard case, but he could not see his way to assist the applicant. In his opinion, the condition as to compensation did not apply to the case of a defect of title. The representation in the particulars of sale was that the estate was a freehold estate, and so it was if it was only a life estate, though he agreed that both parties understood it to mean an estate in fee simple. But, taking it that the representation was that it was an estate in fee simple, still the condition as to compensation did not apply. Suppose the vendor had had only a life estate in the whole property, could the purchaser have been compelled, if this had been discovered before completion, to take the life estate with compensation instead of the fee? It would be monstrous to suppose that he could. It was clear that neither party intended anything of the kind. The purchaser could just as well have been compelled to take an estate *pur autre vie*. This alone was enough to dispose of the case. But there were other points to be considered. Where a contract for sale of land was carried out by the trustee in bankruptcy of the vendor, the purchaser lost the benefit of those covenants for title into which the bankrupt would have entered if he had executed the conveyance. The purchaser could get only those covenants which the conveying party was bound to enter into. The contract did not give the purchaser an absolute right to covenants for title. Here the contract was completed by the trustee, and he was bound to convey the estate on receiving the purchase-money. But he did not enter into the contract, and the notion of following the purchase-money was out of the question. If the money had remained intact in the hands of the trustee, probably the Court of Bankruptcy, under its equitable jurisdiction, would have been able to say that money so acquired should not be distributed among the creditors. But that would have been a remedy quite different from what was now asked. The money now in court was not the money which the purchaser had paid; that money had been already distributed among the creditors. *BAGGALLAY, L.J.*, concurred. *LINDLEY, L.J.*, said that the title of the appellant to relief depended entirely on his being able to follow the money. If there had been no bankruptcy, his remedy would have been only on the vendor's covenants for title; if there had been no covenants for title he would have had no remedy at all. The court was asked to put the appellant in a better position by reason of the bankruptcy, and his lordship could not see his way to do this. *SOLICITORS, Blake & Heseltine; Dixon, Ward, & Co.; Sharpe, Parkers, & Co.*

RECEIVER AND MANAGER IN LIQUIDATION—TAXATION OF CHARGES—DISBURSEMENTS OUT OF POCKET—MONEYS ADVANCED FOR PURPOSES OF BUSINESS WITHOUT AUTHORITY OF COURT—RIGHT TO REPAYMENT—BANKRUPTCY RULES, 1871, r. 5.—In a case of *Ex parte Izard*, before the Court of Appeal on the 1st inst., a question arose as to the liability to taxation of the disbursements out of pocket of a receiver and manager of a business appointed under a liquidation petition, and there was a further question as to his right to be repaid moneys which he advances for the purposes of the business, without obtaining the previous sanction of the court. The debtor, Bushell, carried on business as a tea and coffee merchant in London, and also in Liverpool and various other towns in England and Scotland. He had altogether more than twenty places of business. On the 8th of September, 1882, he filed a liquidation petition, and on the following day Foster was appointed by the court receiver of the debtor's property and manager of his business. For the purpose of carrying on the business Foster purchased various goods on credit, and he also engaged two persons specially to travel round and inspect the management of the business at the various shops of the debtor. Before doing this, Foster did not obtain any

authority from the court to advance money for the purpose. Afterwards Izard was appointed trustee in the liquidation. Foster delivered an account to the trustee, by which he claimed to be paid £178 for the travelling and hotel expenses of himself and the two persons whom he had employed as above mentioned, and their salaries, and £558 which he alleged to be due from him for goods which he had purchased for carrying on the business. The trustee considered that the bill, as regarded the £178, ought to be taxed by the taxing master, under rule 5 of the Bankruptcy Rules of 1871, which provides that "all bills and charges of attorneys, receivers, managers, accountants, auctioneers, brokers, and other persons not being trustees in matters of liquidation, shall be taxed by the proper officer of the court, and no payments in respect of such bills or charges shall be allowed in the accounts of a trustee without due proof of such taxation having been made. No payment shall be allowed in respect of the remuneration of a trustee in liquidation, except on the *allocatur* of the taxing officer as being in accordance with the determination of the creditors thereon." And as to the £558, the trustee asserted that he was not personally liable, and that he had not sufficient assets in his hands. Mr. Registrar Hazlitt, however, on the application of Foster, made an order that the trustee should forthwith pay the £178 to Foster, and that he should pay the £558 to the persons who had supplied the goods. The Court of Appeal (*JESSEL, M.R., and BAGGALLAY and LINDLEY, L.JJ.*) reversed the decision. *JESSEL, M.R.*, said that he could not imagine any better description of the items included in the £178 than "charges" of the receiver. The rule was plain, and yet it had been boldly argued that, as regarded a receiver, rule 5 was to be limited to his remuneration. But in the rule the charges of a receiver were lumped together with those of solicitors and others, and it was well known that the bills of solicitors were liable to taxation as to the disbursements out of pocket charged by them. There was no reason for making any distinction in the case of a receiver. As to the sum claimed for the price of goods ordered, no doubt the receiver was entitled to be indemnified out of the debtor's estate, but that was no reason for making a personal order on the trustee to pay the amount. If a receiver and manager, either in chancery or in bankruptcy, chose to advance money on behalf of the estate without previous authority, he could only look to the estate for an indemnity. In the Chancery Division the practice was for a receiver and manager, before he advanced any money, to apply to the court for authority to do so, and he usually obtained an order giving him five per cent. interest on what he advanced, and a charge upon the assets. If he made the advance without authority, he would still be entitled to an indemnity out of the estate, but it was impossible to make a personal order for payment by the trustee. The only order which could be made against the trustee would be that he should pay out of the assets, if he had available assets in his hands. In the present case there was no evidence that the trustee had any assets in his hands when the order was made. The order of the registrar must be discharged, and there must be an order to tax the £178. But as there seemed to have been great laxity in the bankruptcy practice, by which the receiver might have been misled, no costs would be given against him in either court. *BAGGALLAY and LINDLEY, L.JJ., concurred. — SOLICITORS, Hindson-Miller & Vernon; Piesse & Son.*

APPOINTMENT OF NEW TRUSTEE—JURISDICTION OF COURT—TRUSTEE ACT, 1850.—In a case of *Eastwood v. Clark*, before the Court of Appeal on the 6th inst., a question arose as to the jurisdiction of the court to appoint a new trustee of a will. The action was for the administration of the real and personal estate of the testator. He had, by his will, appointed two trustees, and one of them was dead, and the plaintiff claimed (*inter alia*) that a new trustee might be appointed in place of the deceased trustee. The will contained a power for the surviving or acting trustee to appoint a new trustee on the death of any trustee. An administration judgment having been pronounced, a summons was taken out by the plaintiff asking that S. Eastwood might be appointed a trustee in the place of the deceased trustee, and a cross-summons was taken out by the defendant (the surviving trustee) asking that W. Whiteley might be appointed the new trustee. Bacon, V.C., appointed S. Eastwood as the new trustee. The Court of Appeal (*JESSEL, M.R., and BAGGALLAY and LINDLEY, L.JJ.*) discharged this order, and appointed Whiteley. They held that, by reason of the power to appoint new trustees given by the will to the surviving trustee, there was no jurisdiction to appoint the person whom the plaintiff desired. *SOLICITORS, F. J. Maine; Williamson, Hill, & Co.*

LEAVE TO APPEAL AFTER EXPIRATION OF TIME—ORDER MADE IN WINDING UP AND IN ACTION—ORD. 58, RL. 9, 15.—In a case of *In re The Madras Navigation and Canal Company*, before the Court of Appeal on the 6th inst., a question arose as to giving leave to appeal from an order after the expiration of the time limited for so doing. The order in question was made on the 16th of March, 1882, in the matter of the winding up of the company, in the matter of the Joint Stock Companies Arrangement Act, 1870, and in an action of *Wood v. The Company*. The plaintiff in the action sued on behalf of himself and all other the mortgagees of the property and undertaking of the company, and the object of the action was to enforce the security of the plaintiffs. The order of the 16th of March sanctioned a compromise of the action, which had been adopted by meetings of the stockholders and debenture-holders of the company. The applicant for leave to appeal was an unsecured creditor of the company, and he had not been present at the making of the order, save so far as he was represented by the official liquidator. It was urged on behalf of the applicant that rule 9 of order 58, which provides that "the time for appealing from any order or decision made or given in the matter of the winding up of a company under the provisions of the Companies Act, 1862, . . . shall be the

same as the time for appeal from an interlocutory order under rule 15," did not apply, because the order was made in the action as well as in the winding up, and that the applicant required leave to appeal only because he was not a party to the making of the order. The court (JESSEL, M.R., and BAGGALLAY and LINDLEY, L.J.J.) refused to give leave to appeal. JESSEL, M.R., and LINDLEY, L.J., were of opinion that rule 9 applied, on the ground that the applicant, even under the old practice, when every person interested was made a party, would not have been a proper party to the action, and therefore, so far as he was concerned, the order was really made only in the winding up. BAGGALLAY, L.J., doubted whether the case was within rule 9, but he agreed that leave to appeal ought not to be given.—SOLICITORS, *E. W. & R. Oliver; Ashurst, Morris, & Co.*

PRACTICE—PRODUCTION OF DOCUMENTS—UNTRUE AFFIDAVIT.—In a case of *Pearson v. Hartley*, before the Court of Appeal on the 6th inst., a question arose as to production of documents. The action was brought by the lord of the manor as owner of the minerals under certain enfranchised land within the manor, to restrain the owner of the surface from interfering with the plaintiff in the exercise of his right to get the minerals. The defendant was required to make an affidavit of documents, and in doing so he objected to produce the documents specified in a schedule to the affidavit, on the ground that they exclusively supported his own title, and did not in any way tend to support the title of the plaintiff. Pearson, J., ordered the defendant to produce the documents mentioned in the schedule. He said that as the plaintiff did not dispute the defendant's title to the surface, but only claimed the minerals under it, the two titles were not absolutely adverse or exclusive the one of the other, but might to some extent be proved by the same evidence, and the rules applicable to an ordinary ejectment action did not apply. The defendant admitted that the documents in the schedule related to the land in question, and therefore the plaintiff was entitled to ascertain by an inspection of them whether they did not evidence his title to the minerals. The documents must be produced, with liberty to the defendant to seal up such parts as did not relate to the *locus in quo*. The order was affirmed by the Court of Appeal (JESSEL, M.R., and BAGGALLAY and LINDLEY, L.J.J.), though on a different ground. A plan, which was one of the scheduled documents, was, at the desire of the court, handed up to them, and they then said that it evidently did not relate exclusively to the defendant's title. Without imputing any perjury, it was clear that a mistake had been made, and that the affidavit was untrue. The court could not, therefore, trust the affidavit at all, and all the documents in the schedule must be produced in accordance with the order.—SOLICITORS, *Johnstone, Harrison, & Powell; Bompas, Bischoff, & Dodgson.*

BILL OF LADING—EXCEPTIONS—"PERILS OF THE SEAS"—COLLISION—NEGLIGENCE.—In a case of *Woodley & Co. v. Mitchell & Co.*, before the Court of Appeal, No. 1, on the 1st inst., an important point arose as to whether collision brought about by negligence is to be included under the exception of "perils of the seas" in bills of lading. It appeared that a vessel called *The Fyenord*, a steamer bound for Rotterdam, was steaming down the Thames, and that another vessel, *The Kate*, a sailing vessel, was proceeding up the river. The vessels approached each other with ported helms, and if they had continued in that course would have gone clear of each other. *The Kate*, however, suddenly starboarded her helm, and the collision causing the loss of her cargo was the result. The plaintiffs—the indorsees of the bill of lading—brought an action against the defendants, the owners of *The Kate*, to recover the value of the cargo so lost. The defence was that the change of course on the part of *The Kate* was necessitated by a sudden starboarding of the helm of *The Fyenord*. At the trial the jury found that *The Kate* was lost by collision with *The Fyenord*, and that the collision was occasioned by the captain of *The Kate* starboarding her helm, but that there was no negligence on the part of the captain and crew of *The Kate*, and Hawkins, J., gave judgment for the defendants. A divisional court (Denman and Manisty, J.J.) having discharged a rule nisi for a new trial, the plaintiffs appealed to this court. The Court of Appeal (BRETT, COTTON, and BOWEN, L.J.J.) allowed the appeal. BRETT, L.J., said the question was whether judgment should be for the plaintiffs—the owners of the cargo on board the sailing vessel—or for the defendants, the owners of that vessel. The plaintiffs to succeed had only to prove non-delivery; the shipowners, in order to divest themselves of liability, must bring themselves within the exception in the bill of lading—viz., "perils of the seas." He (the lord justice) observed that a collision which was not brought about by the negligence of either party might be included in the exception, but that a collision brought about by the negligence of either party would not be a "peril of the seas"; and, therefore, on the findings of the jury—which amounted to a finding of negligence against the steamer *The Fyenord*—the defendants must fail. COTTON, L.J., was of the same opinion. He could not hold that it was a "peril of the seas" where there was no peril as from weather, &c., but where a collision was caused through the negligence of the crew of one of the colliding vessels. BOWEN, L.J., concurred.—SOLICITORS, *Walton, Bubbs, & Walton; Clarkson, Greenwell, & Wiles.*

DISCOVERY—PRODUCTION OF DOCUMENTS—PROPERTY IN JOINT POSSESSION OF THE DEFENDANT AND ANOTHER PERSON—OBJECTION TO PRODUCE—ORD. 31, r. 11.—In a case of *Kearsley v. Philips and another*, before the Court of Appeal, No. 1, on the 28th ult., a question arose on ord. 31, r. 11—by which the court or a judge may, at any stage of the proceedings, order the production on oath of any documents in the possession of either party relating to the matters in dispute—as to whether production can be ordered against a person who has joint possession of a document with another person who is no party to the proceedings. It appeared that the plaintiff had brought an

action against two defendants, Philips and Ducane. In the statement of claim it was set forth that one King was tenant of certain premises, and had given a bill of sale of his goods on such premises to the plaintiff, and complained of a wrongful seizure of the goods so conveyed to the plaintiff on such premises. In their statement of defence the defendants justified the seizure of goods as mortgagees of the premises, under a power of distress contained in a mortgage deed, by which the mortgagor, the lessor of King, had attorned to them as tenants of the premises at a yearly rent to secure interest on the mortgage debt. It appeared that the defendants were trustees of the sum secured by mortgage, and that since the distress Ducane had retired from the trust and one Blathwayt had been appointed trustee in his place. In the defendant Philips' affidavit of documents it was stated that he and Blathwayt jointly had in their possession or power the documents mentioned in the second schedule to such affidavit, and that the said documents were the muniments of title of himself and Blathwayt to the premises before mentioned as mortgagees; the mortgage to himself and Ducane having been transferred to himself and Blathwayt as trustees of the sum secured by mortgage in place of Ducane, and that he, Philips, objected to produce those documents. The second schedule specified the original lease of the mortgaged premises to the mortgagor, and the deeds of mortgage, and the transfer of the mortgage. The affidavit of the defendant Ducane stated that the documents had been in the possession of the solicitors or agents of himself and the defendant, Philips, jointly, but that they were now no longer in such possession. A master refused to make an order for inspection. North, J., affirmed the decision of the master, which the Divisional Court (Field and Stephen, J.J.) also upheld (10 Q. B. D. 36). The plaintiff appealed. The Court of Appeal (BRETT, COTTON, and BOWEN, L.J.J.) dismissed the appeal. BRETT, L.J., said the case of *Murray v. Walter* (Cr. & Pl. 114) showed that a party who applied for production of a document under circumstances such as the present was not entitled to it, and the party against whom the application was made was not bound to state in his affidavit that he had been to the person in whose possession the document was and that the latter objected to produce it, inasmuch as he was not bound to go to him at all. COTTON, L.J., said the question was, were these documents in the defendant's possession or power. It had been held that the rule did not apply to documents in the joint possession of the defendant and another person. That decision covered the present case, since the documents were not in the defendant's sole possession. BOWEN, L.J., concurred.—SOLICITORS, *Pritchard & Englefield, for Storer & Lloyd; Johnson & Wetheralls, for Wigglesworth & Rogerson.*

COMPANY—WINDING UP—JURISDICTION—ADJUSTMENT OF RIGHTS OF CONTRIBUTORIES—COMPANIES ACT, 1862, s. 109.—In a case of *In re The Alexandra Palace Company*, before Fry, J., on the 3rd inst., a question arose as to the jurisdiction of the court under section 109 of the Companies Act, 1862, which provides that "the court shall adjust the rights of the contributories amongst themselves and distribute any surplus that may remain amongst the parties entitled thereto." In the present case the articles of association of the company forbade the payment of dividends out of capital, and the directors, notwithstanding this prohibition, paid some dividends on preference shares by means of moneys which they borrowed expressly for the purpose, the lenders being themselves holders of some of the preference shares, and knowing the object of the loans. The company being afterwards in liquidation, Fry, J., made an order, under section 165 of the Act, declaring that some of the former directors of the company were jointly and severally liable to pay to the liquidator such a sum as would enable the liquidator to pay on all the debts proved against the company such a dividend as would have been payable on all the debts proved (other than the proof for the borrowed moneys and interest) in case no proof had been made of those moneys and interest or any of them (*vide* 30 W. R. 771, L. R. 21 Ch. D. 149). The lenders had been admitted to prove in the winding up for the amount of the loans, with interest, and also in respect of other claims against the company. The chief clerk having certified the amount payable by the directors under this order, the directors took out a summons asking that the proof of the lenders in respect of the loans might be expunged, and any dividends paid on these proofs repaid; that the lenders might be ordered to pay to the liquidator (with interest) the dividends which they had received on their preference shares; that it might be declared that the lenders were not entitled to receive any payment of the sum ordered to be paid by the directors to the liquidator, and that such part of that sum as would have been payable to the lenders might be paid to the applicants; that, as regarded any sum which the lenders might be held liable to pay or repay as aforesaid, the liquidator might be ordered to impound all dividends payable to them on any debts proved by them in the winding up, and to apply the moneys so retained in satisfaction of those sums; and that, if necessary, the applicants might be at liberty to use the liquidator's name for the purpose of enforcing the liability of the lenders in respect of the dividends paid on the preference shares. This application was made on the ground that the lender had been parties to the breach of trust committed in the payment of dividends out of the capital, and were, as such, liable to contribute to make it good. Fry, J., dismissed the summons on the ground that he had no jurisdiction to entertain it. The application was based on section 109; it was not suggested that any other section conferred jurisdiction. The object of the application was to work out an equity which tortfeasors, who were also contributories, had against other persons who happened also to be contributories. The right, however, which it was sought to enforce had really to do with their position as contributories, and this being so, his lordship thought that section 109 gave no jurisdiction to enforce it. He could only exercise the statutory jurisdiction. And it must not be forgotten that to allow such an equity to be worked out in the winding up would be highly inconvenient. It would arrest the primary objects of the winding-up proceedings in order to determine collateral questions. He thought that the relief asked was beyond the statutory jurisdiction, and on this ground he dismissed the summons.—SOLICITORS,

Trinders & Romer; C. & S. Harrison & Co.; Fladgate, Smith, & Fladgate; Dawes & Son.

PRACTICE—ORDER OF REFERENCE—DISCOVERY—JURISDICTION—RULES OF COURT, 1875, ORD. 31, R. 12.—In the case of *Parries v. Williams*, before Chitty, J., on the 6th inst., the parties to the action having by consent taken an order referring the action and all matters in difference between them to the award of an arbitrator, and the arbitration being still pending, the plaintiff took out a summons under ord. 31, r. 12, for an affidavit and inspection of documents in the possession of the defendants. The order of reference provided that the costs of the action and the costs of the reference and award should abide the event; that the arbitrator might, if he thought fit, examine the parties to the action and their respective witnesses by oath or affirmation; that the parties should produce before the arbitrator the pleadings in the action, and all books, deeds, papers, and writings in their or either of their custody or power relating to the matters in difference; and that, unless restrained by any order of the High Court of Justice or any judge thereof, the party or parties in whose favour the award should be made should be at liberty within seven days after service of the award, to apply for final judgment in accordance with the award, and for costs. It was objected by the defendants that the order of reference was final and that there was no "matter in question in the action" within the meaning of ord. 31, r. 12, upon which the court could exercise jurisdiction. CHITTY, J., said that the effect of the order was for all practical purposes to exhaust the jurisdiction of the court except in the respect of allowing final judgment to be entered. This, however, was a purely ministerial function. The defendant's objection was therefore valid. There was not only no matter before the court within the meaning of the rule, but also the very question of discovery had been transferred by the order to the arbitrator before whom the reference was to take place, and it did not appear that the plaintiff had made any application in this respect to the arbitrator. There was also authority on the point. In the case of *The Winghamst Company v. The Barrow Shipbuilding Company* (25 W. R. 557, L. R. 2 Q. B. D. 335), a cause having been referred to a master under the provisions of the Common Law Procedure Act, 1854, Mellor and Field, J.J., decided that the court had no jurisdiction to give costs of the proceedings subsequent to the order of reference, although the order was silent as to the costs, because such proceedings were not "proceedings in the High Court" within order 55. The summons was therefore dismissed with costs.—SOLICITORS, Smith & Lawrence; Hacon & Turner, for John Donaghy, Swansea.

PRACTICE—ADMINISTRATION—LEGACY CHARGED ON LAND IN JAMAICA—RATE OF INTEREST.—In the case of *In re Alleyne, Alleyne v. Alleyne*, before Chitty, J., on the 1st inst., a legacy was, by the will of the testator, charged upon estates in Jamaica, where the rate of interest is six per cent. per annum, and a question was raised whether the legacy should not bear a like rate. CHITTY, J., said that he saw no reason for departing from the ordinary rule. The legacy being chargeable on land bore interest at four per cent.—SOLICITOR, G. T. Woodroffe.

LIMITED COMPANY—WINDING UP—BANKRUPTCY OF CONTRIBUTORY—COMPANIES ACT, 1862, ss. 38, 77, 78, 98, 99—BANKRUPTCY ACT, 1869, ss. 23, 31.—In the case of *The Sumburgh Mining Company (Walker's case)* before Chitty, J., on the 6th inst., an application was made by the official liquidator to put on the list of contributories a shareholder who had become bankrupt under a Scotch sequestration previously to the winding up of the company. By the opinion of Scotch advocates it was stated that after the sequestration all liability of the bankrupt in respect of the shares was by the law obtaining in Scotland transferred to the trustee in the sequestration in his representative character. A question was raised whether the Bankruptcy Act of 1869 caused bankruptcy to operate as a bar to the liability of the contributory in respect of future calls. CHITTY, J., said that the bankrupt was entitled to object to his name being on the list as a contributory. It appeared to his lordship that the proper person to be put on the list was the trustee in the sequestration. For the purposes of his decision the statement of the law as obtaining in Scotland must be said to be the fact, and, therefore, taking the Scotch law as given, there was no question before the court as to the effect of the bankruptcy law.—SOLICITORS, Munns & Longden; G. Davis, Morgan, & Co.

VESTING ORDER—COPYHOLDS—TRUSTEE ACT, 1850 (13 & 14 VICT. c. 60), ss. 15, 28.—In the case of *In re Godfrey's Trusts*, before Chitty, J., on the 3rd inst., a petition was presented for an order vesting copyholds in the beneficial owner, the trustee, who had been duly admitted tenant, having died intestate and without an heir. The question arose whether the court had jurisdiction under the Trustee Act, 1850, to vest the lands directly in the beneficial owner, or whether it was necessary to appoint a new trustee or, under section 20 of the Act, a person to convey. The conflicting decisions of *In re White* (L. R. 5 Ch. 698, 19 W. R. Ch. Dig. 90) and *In re Holland* (29 W. R. 449, L. R. 16 Ch. D. 672) were referred to. CHITTY, J., considered that the court had jurisdiction under the combined operation of sections 15 and 28 of the Trustee Act, 1850, to make, and therefore made, the order as prayed.—SOLICITOR, E. H. Biggin.

WILL—EXECUTION—ATTESTATION ON FIRST PAGE—SIGNATURE OF TESTATRIX ON FIRST AND SECOND PAGES.—In the Probate, Divorce, and Admiralty Division, on the 6th inst., an application was made (*In the Goods of Wray*) to admit a will to probate under the following circumstances. The will was written upon a printed form which had an attestation clause printed at the foot of the first page of a sheet of paper, but it covered the whole of two pages and one line and a half of the third page of the sheet. The signature of the

testatrix appeared at the foot of both the first page and the second page. On the first page were the signatures of Mary Anderson and Edward Anderson, under the attestation clause, and, on the second page, under the signature of the testatrix, was the word "witness," followed by the signature of Joseph Bonomie Pickard. There was no signature on the third page. From the affidavit of Mr. Pickard it appeared that, by the instructions of the testatrix, he wrote out the will upon the printed form, but was unable to bring the whole of it within the first page. The testatrix signed the second page, and he added his signature. She then signed the first page, and the two other attesting witnesses signed their names under the attestation clause, both the signatures of the testatrix having been written in their presence. HANSEN, P., held that the will was duly executed and attested, and was entitled to probate, with the exception of the final words on the third page, which could be excluded without affecting the general sense of the instrument.—SOLICITORS, Shum, Crossman, & Prichard.

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Sittings in Banc, before HUDDLESTON, B., and NORTH, J.)

March 7.—*In re George William Prescott.*

This was the case of a country solicitor who had received from his London agents, Messrs. Duignan & Smiles, their bill of costs for £160 4s. 2d., the bill when sent having been duly signed by one of the firm. The bill not being paid an action was brought to recover the amount, and, upon an order to inspect being obtained, it was found that the name of the plaintiff on the document in question had been erased. At the trial the bill was produced, and the jury found a verdict for the plaintiff. The learned judge who tried the case directed the document to be impounded, and intimated a strong opinion that the defendant's conduct should be further investigated by the Law Society. The matter was subsequently referred to Master Brewer to ascertain the facts, and the learned master now reported that the erasure had been made by Prescott for the purpose of defeating the action against him.

Murray appeared for the Law Society; and nothing having been heard in extenuation,

The COURT made the rule absolute to strike the defendant off the rolls.

March 7.—*In re W. H. Hewitt.*

In this case,

Stansfield (Kingsford with him), appeared for the Law Society; the defendant, as in the last case, being unrepresented.—It appeared that there were three distinct matters of alleged misconduct. In the first, the solicitor in question, who practised his profession at Hastings, had received £2,000 on mortgage for one Ellen Miller, and it appeared he had appropriated £146 which he had received at different times to meet the interest. In the second case, he had obtained from a client £300 to invest on mortgage on certain property upon which, in fact, he had long before executed a mortgage to another person. And in the third case, in which the facts were more involved, it appeared that he had also appropriated money which he had received for a specific purpose.

The rule was made absolute to strike him off the rolls.

March 7.—*In re John Henry Jones.*

Wills, Q.C., and Hollams, appeared for the Law Society. Keogh was counsel for the defendant.

From the master's report it appeared that the defendant in this case, a London solicitor, had received a sum of £1,500 to invest for the children of one Ann Lindsay. Instead, however, of investing the money, the defendant placed it to his own credit at his bankers, and applied it to his own purposes. He afterwards became bankrupt, and the money was wholly lost.

Keogh having been heard in extenuation,

HUDDLESTON, B., said it was one of the gravest cases that had come before the court, and there could be no hesitation in the course which it was their duty to adopt. It was necessary in the interests of society that when a solicitor received money for a particular object and diverted it to his own purposes, that the punishment should be exemplary. Here it was a family of young children who had been defrauded, and the conduct of the solicitor was peculiarly cruel. The rule would be made absolute to strike him off the rolls.

NORTH, J., concurred.—*Times.*

SOCIETIES.

HIGHWAY BOARD CLERKS' SOCIETY.

At a meeting of the committee of this society, held on March 2, at the Law Institution, Chancery-lane, London—present: Joseph Dodds, Esq., M.P., chairman, and Messrs. J. L. Bosward, of Worcester; A. A. Arnold, of Rochester; W. Foote, of Swindon; W. Tuthill, of Gloucester; and T. Clayhills, honorary secretary, of Darlington—it was proposed by Mr. Bosward, seconded by Mr. Foote, and unanimously resolved, "That, having considered the subject of *Rationes Turners Roads*, the committee are of opinion that it is desirable that in all cases where roads maintained *rationes turne* are taken over by highway authorities, under the 25 & 26 Vict. c. 61, s. 35, and the 27 & 28 Vict. c. 101, s. 24 (the Highway Acts of 1852 and 1864), an uniform practice should be followed so far as possible with regard to the payment or compensation to be made to the highway authority under the Acts."

"The committee are further of opinion that such compensation should be adequate, and such as fairly to meet the liability which the person or persons liable *ratione tenuræ* will be relieved from, and this they consider to be in accordance with the true construction of the statutes above referred to, and that in applying the same in all cases when the person or persons liable to the repair is subject to payment of highway rates, such liability should be taken into account; that this rule should be followed in all cases subject to such modifications as in the circumstances of each particular instance may seem reasonable."

MANCHESTER INCORPORATED LAW ASSOCIATION.

At the annual dinner of the Manchester Incorporated Law Association, held at the Albion Hotel, Mr. J. F. Tweedale, of Oldham, the president for the year, was supported by the Mayors of Manchester and Salford and the Vice-Chancellor of the County Palatine of Lancaster (Mr. H. Fox Bristowe, Q.C.).

The MAYOR of MANCHESTER proposed the toast of "The Manchester Incorporated Law Association," which was responded to by Mr. HENRY WOOD, vice-president.

Mr. COOPER proposed "The Lord Chancellor and the Judges," coupling the toast with the name of the Vice-Chancellor of the County Palatine.

Vice-Chancellor BRISTOWE in responding, said that as Vice-Chancellor of the County Palatine he was the representative in this great county of the Duke of Lancaster, and as such it was his duty to maintain the prerogatives and privileges of the Duke of Lancaster, and he believed he could not do so more effectively than by saying that he heartily sympathized with the efforts which were just now being made in this district to secure in all cases, not only in the Chancery Court of Lancaster, but generally, a thoroughly efficient local administration of justice. He must confess to some feeling of regret that when the various public bodies were arranging to have their deputations to the Lord Chancellor upon this important subject the matter was not mentioned to him, for he would have been willing to accompany that deputation, and he thought that, with reference especially to constant or continuous sittings within the district of a judge of the Queen's Bench Division, he could have given to the Lord Chancellor information which he (the Vice-Chancellor) derived from his own experience in the court over which he had the honour to preside in regard to the advantage of local jurisdiction which might have led the Lord Chancellor to take a more favourable view of the subject than his lordship seemed to have entertained. He could have shown, by reference to the records of the Lancashire Chancery Court, how additional facilities for the local and speedy administration of justice resulted, not only in a large accession of important business to the court, showing that suitors were fully satisfied, but also tended to make the court self-supporting. The Lord Chancellor's view appeared to be that it would be a mistake to isolate Lancashire from the rest of the country, and to confer on Lancashire the benefit of local administration of justice with constant or continuous sittings unless such a system were made applicable to the whole community. But in legislation of that kind it might fairly be said that a beginning must be made somewhere, and what district was so fitted for experimental legislation in this direction as this populous and important commercial county of Lancaster, where there already existed an ancient local Chancery Court which is thoroughly appreciated? It was, and for a long time had been, his firm conviction that the judges ought to come to the suitors, not the suitors to the judges; and, indeed, this was already recognized in principle by the system of judges attending the assizes. But instead of the attendance being occasional, why should it not be constant? In litigation arising out of or affecting patents, trade marks, water rights, pollutions of streams, rights affecting light and air, and other similar matters, large numbers of witnesses, and often skilled and professional witnesses, were engaged, and great expense was incurred. It appeared to him to be eminently right that such cases should be heard with the least possible delay, and in the neighbourhood of the *locus in quo*, and not 200 miles away from it. He might say that he had already suggested at the annual meeting of the Social Science Association last year that some general plan of local jurisdiction should be adopted; that the country should be mapped out in centres, each centre to be surrounded by a population of not less than three millions, and to have two or more district registries, where constant or continuous sittings should be held, and which should be situated within easy railway communication from the other towns within the district. The question of expense was not worth consideration in comparison with the public convenience and advantage; and, indeed, the courts would probably be self-supporting. But it seemed to be feared that some difficulty might occur with regard to the bar if the proposed scheme were to be adopted. He believed that this objection was not well founded. If the public found sufficient business, the bar would undoubtedly find their way to the business. The question of the bar would soon solve itself. He need only refer to the high standing and efficiency of the local bars of Manchester and Liverpool in support of this assertion, and could safely say in the presence of the gentlemen now assembled, who would, he felt sure, agree with him in the observation that their business which came before him was in very safe hands when intrusted to those members of the bar who practised before him. The Vice-Chancellor added that it always gave him pleasure to receive the suggestions of the law societies, and to confer with their deputations on matters affecting the business of his court, and he mentioned two subjects especially on which he should be glad to co-operate with them. One was the bringing of certain matters before the judge in chambers direct instead of by way of appeal. This would not only secure a more rapid dispatch of the business and a diminution of expense, but would lead to the more satisfactory disposal of some matters in which the judge would be able to ask questions as to character and conduct which it was not always desirable to ask in public court. The other matter was the reduction of expense in small cases, and as

to this the Vice-Chancellor expressed his readiness to give any assistance he could so as to secure that in his court the business should be rapidly transacted, and with fair remuneration to all parties, while at the same time the expenses should not bear so large a proportion to the amount of the estate as was sometimes unfortunately the case.

The MAYOR of MANCHESTER and Mr. HARVEY, of Liverpool, who spoke at a later period, referred with great satisfaction to the observations of the Vice-Chancellor bearing upon the question of the local administration of justice in Lancashire and the continuous sittings of judges within the county, and observed that the Vice-Chancellor need have no regret that he did not form part of the deputation, inasmuch as his independent opinion would be much more influential and authoritative than if it had been merged in that of any deputation.

The MAYOR of SALFORD also expressed himself strongly in favour of the localization of courts of justice, and of continuous sittings therein, he having been for many years of opinion that the administration of justice was not adequate to the demands of this locality, and that if the commercial community were patient under the existing state of things, they had not arrived at a state of complete freedom.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates were successful at the preliminary examination held on the 14th and 15th of February, 1883:—

Addison, Edward Tasker Herbert	Greg, John Ronald
Allen, David	Greenwell, Herbert Maitland
Appleton, Charles Frederick	Greenwood, Thomas Fairthorne
Arnott, William	Hale, Frederick Johnstone O'Brien
Aslatt, Edwin	Hall, Robert
Aylen, Percy Lionel	Hallam, Walter William
Barber, Harry	Hamilton, John Zachary Macaulay
Beckton, Walter Dorning	Heatley, Arthur Edward
Bertie, Frank Horace	Henry, Thomas William
Bielby, Horace Claude Victor	Hill, Richard
Bigmore, John Frederick	Hobson, George
Birchall, Thomas Wheeler	Homer, Thomas
Blakelock, Christopher Albert	Isaacson, Martin Sylvester
Bohm, William Dunsmore	Jones, Thomas Lewis
Bolland, William Thomas	Jourdain, Albert Edward Towle
Bolns, Herbert Walter	Kemp, Alexander Davidson
Booker, Ivor Partridge	Knowles, Frederic
Bowker, William Stuart	Knowles, Jonathan
Brewis, George Robson	Large, Thomas
Briggs, Arthur Hickson	Lidiard, Herbert
Briggs, John Morley	Lloyd, John Arthur
Bristow, Charles Frederick Alfred	Lowdell, Henry Douglas
Brooks, William Dean	Loynes, Herbert Edward
Brown, Harold Frederick Stewart	Lumley, Cecil Algernon
Brown, Herbert George	Molver, William John Graham
Budd, Frank	MacKenzie, Kenneth
Burton, Ernest Montague	MacLeod, Donald John
Butler, Alfred Middleton	Marsh, Alban Bower
Capper, Harry Woodfield	Marshall, John
Carpenter, Percy Tranter	Marshall, Robert
Chabot, George Herbert	Maynard, John Alfred
Chambers, George William	Melhuish, Alfred Warren
Chambers, R. W. B.	Middlebrook, Edwin Herbert
Charney, William Stewart George	Mosey, Walter MacLachlan
Chapelle, O. de Moston de la	Morris, Astley John Skilbeck
Clarkson, Herbert G.	Morris, William Henry
Clough, Frederic Norman	Muller, James Harrington Stratford
Clowes, Albert Frank	Nicholson, Frederic
Cobban, James McDonald	Northcote, Horace
Cotton, Roland Ord	Norton, Edwin Charles
Crawford, George Frederic	Norton, John William
Crosley, John Wilkinson	Parkinson, Robert
Crossman, Alexander	Parr, Richard William
Cullen, Alfred Joseph	Parrott, Walter Alexander Sands
Davies, David Thomas	Payne, John Bertram
Davies, John	Peacocke, Francis O'Neill
Day, Herbert William	Pease, Percy Duncan
Day, Sam Cheetham	Peel, William Charles Clement
Difford, Harry White	Phipps, George Trotman
Dixon, William Herbert	Pinch, Frederick William
Domville, Edwin Arthur Barry	Pogson, Mansfield
Dorman, Francis Thomas	Powell, Frederic William
Ellis, Montague	Prall, Arthur Smeed
Ellis, Sydney James	Prall, Ernest Finley
Ellison, Frank	Preston, Thomas Leighton Colbeck
Evans, Arthur Ponsford Cann	Price, John
Fort, George Henry	Rawlings, Walter James
Freeman, Drury	Rawlinson, Cecil John
Gale, Francis Sydney	Read, David Robert
Garnett, Robert Singleton	Rogers, Henry
Gates, Howard Francis	Robinson, John William
Grazebrook, William Henry	Sacré, Walter John

Savage, Thomas James
Shakespeare, William
Shaw, David James
Slipper, Arminé Hugh
Smith, Charles Kenneth MacLeod
Smyth, William Bertram
Sprott, William Taggart
Swindlehurst, Albert
Sykes, Edmund George
Taylor, Ernest Sextus
Taylor, John Tindale
Toy, William
Trustram, Edward Jones

Turner, James
Tutin, George
Tyte, William H. A.
Voas, Howell Walters
Waite, Herbert Lancaster
Walton, Hereward
Ward, Joseph Brooker
Watts, Henry Moore
Wickham, Charles Bertram
Williamson, George Samuel
Wood, Arthur E. B.
Wood, Charles John
Yates, Harry Winn

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, the 27th of February.—The society proceeded with the discussion of the question, "Is the policy of the Government, as foreshadowed in the Queen's Speech, satisfactory?" which had been adjourned from the previous meeting. Messrs. A. Austin, Pearce, Stuart Smith, Bartlett, Bilney, and E. C. Davies supported the Government, while Messrs. Griffith, Ratcliffe, G. B. Ellis, and Lloyd Jones spoke on the Conservative side. The debate was carried on in a most spirited manner on both evenings, and many very able speeches were delivered. Forty-seven members voted in the division which was taken at the close of the debate. The result of the division was that the question was negatived by a majority of one vote.

Tuesday, the 6th of March.—After the dispatch of business, the society debated the question, "Should all members of Parliament have the option of affirming in lieu of taking the oath of allegiance?" which Mr. Indermaur opened in the affirmative. Messrs. Todd, S. G. Skelton, Stanley (visitor), Blagg, Napier, and Bartlett also spoke for the affirmative, and Messrs. Bower, Ellis, and Stanley advocated the negative. On the question being put to the meeting it was declared to be carried by a majority of five votes.

NEW ORDERS, &c.

THE COUNTY COURT RULES, 1883.

1.—These Rules may be cited as "The County Court Rules, 1883," or each Rule may be cited as if it had been one of "The County Court Rules, 1875," and had been numbered therein by the number of the Order and Rule placed in the margin opposite each of these Rules.

2.—An Order and Rule referred to by number in these Rules shall mean the Order and Rule so numbered in "The County Court Rules, 1875."

ORDER IV.

COMMENCEMENT OF ACTION.

3.—Order IV., Rule 4, shall be read as if the words "in England or Wales" had been inserted after the word "else" in such Rule.

4.—To Order IV., Rule 7, there shall be added, "Provided that the Registrar may allow further time for the delivery of the affidavit."

ORDER V.

PARTIES.

5.—Order V., Rule 7, shall not apply where it is otherwise provided by statute as to the suing or being sued by a married woman, or as to the suing by an infant.

6.—Any person carrying on business in the name of a firm apparently consisting of more than one person may be sued in the name of such firm.

ORDER VII.

PARTICULARS AND STATEMENT OF CLAIM.

Order VII., Rule 8, is hereby annulled, and the following shall stand in lieu thereof.

7.—*Notice for further particulars may be given.* In all actions the Defendant may, within three clear days of his being served with the summons, give notice to the Plaintiff that he requires further particulars, and the Plaintiff shall, within two clear days of service of such notice, file full particulars of his claim, and of the relief or remedy to which he claims to be entitled, and within the same time shall deliver to the Defendant a copy thereof. If the Plaintiff fails to comply with such notice, or complies therewith insufficiently, the Judge at the trial, if satisfied that the Defendant has thereby been prejudiced in his defence, may order the Plaintiff to file and deliver full particulars, and may adjourn the action, and stay all proceedings therein until such order has been complied with, and may make such order as to costs as he may think fit. Provided that a Plaintiff may without any order file and deliver amended particulars of demand at any time before the return day. And the Judge at the trial, if satisfied that the Defendant has not had a reasonable opportunity of preparing his defence to any new matter introduced by such amendment, may disallow the amendment, or may adjourn the action, and may make such order as to costs as he may think fit.

ORDER VIII.

PLAINT NOTE AND SUMMONS.

8.—In Order VIII., Rule 7, for the words "shall be delivered" the words "should, in order to ensure its service, be delivered" are hereby substituted.

9.—Order VIII., Rule 23, shall apply to a default summons as well as to an ordinary summons.

ORDER XIV.

EVIDENCE.

10.—*Documents produced from proper custody to be read without proof unless objected to.* Order XIV., Rule 5, is hereby annulled, and the following shall stand in lieu thereof:—

Where any documents which would, if duly proved, be admissible in evidence are produced to the Court from proper custody, they shall be read without further proof, if, in the opinion of the Judge, they appear genuine, and if no objection be taken thereto; and if the admission of any document so produced be objected to, the Judge may adjourn the hearing for the proof of the documents, and the party objecting shall pay the costs caused by such objection, in case the documents shall afterwards be proved, unless the Judge shall otherwise order.

11.—*Use of answer at trial.* Any party may, at the trial of an action or issue, use in evidence any one or more of the answers of the opposite party to interrogatories without putting in the others: Provided always, that in such case the Judge may look at the whole of the answers, and if he shall be of opinion that any other of them are so connected with those put in that the last-mentioned answers ought not to be used without them, he may direct them to be put in.

ORDER XIX.

ENFORCEMENT OF JUDGMENTS AND ORDERS.

12.—*Execution on judgment against a firm.* Where a judgment is against partners in the name of the firm, execution may issue in manner following:

(a.) Against any property of the partners as such:

(b.) Against any property of any person who has admitted that he is or has been adjudged to be a partner.

If the party who has obtained judgment claims to be entitled to issue execution against any other person as being a member of the firm, he may apply to the Registrar for leave so to do; and the Registrar may give such leave if the liability be not disputed, or, if such liability be disputed, may order that the liability of such person be determined by the Court on motion.

ORDER XXXVI.

COSTS.

13.—*Delivery of costs.* Where a bill of costs has not been taxed on the day of trial, it shall be delivered to the Registrar of the Court within seven clear days of the day of trial.

14.—*Where party dissatisfied, to make objections in writing.* Any party who may be dissatisfied with the allowance or disallowance by the taxing officer, in any bill of costs taxed by him, of the whole or any part of any item or items, may, at any time before the certificate or allocatur is signed, deliver to the other party interested therein, and carry in before the taxing officer, an objection in writing to such allowance or disallowance, specifying therein by a list, in a short and concise form, the item or items, or parts or part thereof, objected to, and may thereupon apply to the taxing officer to review the taxation in respect of the same.

15.—*Review of taxation upon objections.* Upon such application the taxing officer shall reconsider and review his taxation upon such objections, and he may, if he shall think fit, receive further evidence in respect thereof, and, if so required by either party, he shall state either in his certificate of taxation or allocatur, or by reference to such objection, the grounds and reasons of his decision thereon, and any special facts or circumstances relating thereto.

16.—*Allowance to scientific witnesses.* Where in any action brought under the Employers' Liability Act, 1880, or the Rivers Pollution Prevention Act, 1876, or for the recovery of property exceeding in value twenty pounds, or of any sum exceeding twenty pounds, scientific witnesses are summoned, the Judge may order them to be allowed such costs as they would be allowed in the High Court of Justice.

17.—*Judge's certificate for costs.* Where a Judge certifies under section 5 of the County Courts Costs and Salaries Act, 1882, the certificate shall be entered on the Minutes of the Court.

ORDER XXXVII.

PRACTICE.

18.—Order XXXVII., Rule 2, is hereby annulled, and the following shall stand in lieu thereof.

Where any party changes his solicitor, he shall give notice in writing to the Registrar, and to the solicitor, if any, acting for any other party to the action or proceeding, of the change and of the name or firm and place of business of the new solicitor, and the Registrar shall file the notice given to him.

19.—A solicitor acting for a party in an action may give notice in writing by post or otherwise to the Registrar and to the other party or parties, or his or their solicitor, that he is so acting, whereupon service of any document, notice, or proceeding whatsoever authorised by these rules to be served by or upon a solicitor so acting shall be served by or upon such solicitor accordingly, and he shall be deemed to be the solicitor acting for the party on whose behalf he has given such notice, until notice of change of solicitor has been duly given. No notice need be given under this rule by a solicitor acting for the Plaintiff where the plaint has been entered by such solicitor and the particulars duly signed by him.

20.—Order XXXVII., Rule 11, is hereby annulled, and the following shall stand in lieu thereof.

Any notice relating to or any Order made upon any interlocutory proceeding may be served by the solicitor of the party requiring to effect such service.

21.—Order XXXVII., Rule 12, is hereby annulled, and the following shall stand in lieu thereof.

Where by reason of the absence of any party or from any other sufficient cause, the service of any summons (other than a default summons), notice, order, proceeding, or document cannot be made, the Judge or Registrar may, upon an affidavit showing grounds, make an Order for substituted service.

22.—Order XXXVII., Rule 16, is hereby annulled, and the following shall stand in lieu thereof.

Parties may from time to time by consent enlarge or abridge any of the times fixed by these rules for taking any step or filing any document, or giving any notice in any action or proceeding, but where such consent cannot be obtained either party may apply to the Judge or Registrar, on notice to the non-consenting party, for an Order to effect the object sought to have been obtained, with the consent of the other party.

23.—Order XXXVII., Rules 26 and 29, are hereby annulled, and the following shall stand in lieu thereof.

Any party may apply before an action is called on to the Judge or Registrar for its adjournment, and, if granted, no trial fee shall be paid where the application is made for the first time during the progress of the action.

24.—An affidavit shall not be filed which has been sworn before a Commissioner who is the solicitor acting for any party in the action, or a partner or a clerk of such solicitor.

ORDER XXXIX.

THE EMPLOYERS' LIABILITY ACT, 1880.

25.—In Order XXXIX., Rule 1, for the words "shall be delivered" the words "should, in order to ensure its service, be delivered" are hereby substituted.

ORDER XLI.

INFERIOR COURTS JUDGMENTS EXTENSION ACT, 1882.

62.—*Proof that judgment is not satisfied.* Where, under section 3 of the Inferior Courts Judgments Extension Act, 1882, application is made for the grant of a certificate of a judgment, a fee of two shillings and sixpence shall be paid, and proof that the judgment has not been satisfied and of the amount remaining unsatisfied shall be given to the satisfaction of the Registrar by affidavit, if required.

27.—*When certificate shall not be granted.* If the judgment is for payment within a period therein mentioned or by instalments, and such period shall not have expired or default shall not have been made in payment of some instalment, the certificate shall not be granted.

28.—*Names, &c., to be set forth in certificate.* The names, businesses, or occupations, and addresses of the parties to be set forth in the certificate shall be those set forth in the books of the Court.

29.—*Additions to certificate.* The Registrar shall endorse on the certificate the number of the plaintiff and the amount remaining due on the judgment, according to the books of the Court, and, after his signature, shall add to the certificate the date on which it is granted.

30.—*Record and effect of granting certificate.* Where a certificate of a judgment is granted by a Registrar of a County Court he shall make on the minute of the judgment a memorandum of having granted such certificate, and thenceforth no further proceeding shall be taken or had upon such judgment in such Court, until the Court, or Registrar, upon being satisfied that the execution issued in the Court in which the certificate was registered was unproductive, shall order that the judgment may be acted on as if such certificate had not been granted.

31.—*Costs of obtaining certificate.* There shall be allowed to a solicitor for the costs of obtaining the certificate, five shillings; and where an affidavit is required, seven shillings.

32.—*Endorsement of costs allowed to be made on certificate.* The costs, if any, allowed, with the addition of the fee of two shillings and sixpence to be paid for the granting of the certificate, shall be endorsed on the certificate by the officer granting the same; which endorsement shall be an authority for the Court in which the certificate is registered to add the said costs and fee to the amount to be recovered by execution against the goods and chattels of the person against whom the judgment shall have been obtained.

33.—*On presenting certificate for registration a copy to be filed.* The person presenting a certificate for registration shall add to his note of presentation, to be appended to the certificate, a description of the place within the jurisdiction of the Court in which the goods and chattels of the person against whom the judgment has been obtained are, and shall also present a copy thereof, with the endorsement thereon, written on foolscap paper. Payment of a fee of two shillings and sixpence shall be made at time of presentation.

34.—*Registration of certificate.* On the presentation of a certificate for registration, with a copy as aforesaid, the Registrar shall, if the place within which the goods and chattels of the person against whom the judgment has been obtained are stated to be, is within the jurisdiction of the Court of which he is the Registrar, seal the certificate and register the same by pasting it into the then current Minute Book of the Court, on the last page or so of such book, and shall seal and date the copy of the certificate and return it to the person presenting the certificate.

35.—*Cost of registering.* There shall be allowed to a solicitor for the cost of registering a certificate the sum of five shillings which, with the fee for registry and the cost, if any, allowed for granting the certificate as shown by the endorsement thereon, shall be added to the amount to be recovered. The warrant of execution shall be according to the form in the Schedule hereunto.

36.—*No money to be paid out except on production of sealed copy.* No money shall be paid out of Court unless on production of the sealed copy of the certificate. Provided that in the event of such copy being lost or destroyed another copy may be sealed and given to the proper person upon proof by

affidavit or otherwise to the satisfaction of the Registrar that the person applying is the proper person and that he is entitled to the money recovered on the judgment, and upon payment of the fee of one shilling.

ORDER XLII.

MARRIED WOMEN'S PROPERTY ACT, 1882.

37.—*Form of summons.* Where application is made under sect. 17 of the Married Women's Property Act, 1882, particulars of the question to be submitted to the decision of the Court shall be filed, and thereupon a summons shall be issued according to the form in the Schedule, and the same fee shall be taken as upon the entry of a plaint, and all subsequent proceedings shall be had as if the proceeding had been commenced by the entry of a plaint, and the proceeding shall be reckoned a plaint.

38.—*Costs.* The Court shall direct upon what scale the costs of the proceeding shall be taxed.

SCHEDULE.

314. Certificate to be given by a County Court.

INFERIOR COURTS JUDGMENTS EXTENSION ACT, 1882.

I, _____, certify that [here state name, business, or occupation and address of person obtaining judgment, and whether Plaintiff or Defendant] on the day of _____ 18____, obtained judgment against [here state name, business, or occupation and address of person against whom judgment was obtained, and whether Plaintiff or Defendant] in the County Court of _____, holden at _____, for payment of the sum of _____ on account of [here state shortly the nature of the claim with the amount of costs (if any) for which judgment was obtained.]

Registrar.

Date.

ENDORSEMENT to be made on CERTIFICATE granted by a COUNTY COURT.

No. of Plaint.

Amount for which judgment was obtained	-			
Paid into Court	-			
Remaining due on judgment	-			
Fee and costs for obtaining certificate of the judgment (45 & 46 Vict. c. 31, s. 4).	-			
Total	-			

NOTE OF PRESENTATION to be appended to a Certificate sought to be registered in a County Court.

The above certificate is presented by me for registration in the County Court of _____, holden at _____, in accordance with the provisions of the Inferior Courts Judgments Extension Act, 1882.

Here insert place, &c., in which the goods are

Solicitor or Creditor,

Address.

Date.

315. Warrant of Execution.

INFERIOR COURTS JUDGMENTS EXTENSION ACT, 1882.

In the _____ County Court of _____, holden at _____, Between _____ Plaintiff, _____ Address and Description,* and _____ Defendant, _____ Address and Description,*

*As given in certificate.

Whereas on the _____ day of _____ 188____, the Plaintiff [or Defendant], obtained a judgment in _____ against the Defendant [or Plaintiff], in [here set forth the Court mentioned in the certificate], for payment of the sum of £ _____ for debt and costs [or damages and costs or for costs] add where the certificate shows that judgment was to be paid by instalments, and it was thereupon ordered by the said Court that the Defendant [or Plaintiff] should pay the same by instalments of _____ for every _____ days.

And whereas the said judgment has been duly registered in this Court, pursuant to the Inferior Courts Judgments Extension Act, 1882. These are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the Defendant [or Plaintiff], where-soever they may be found within the district of this Court (except the wearing apparel and bedding of him or his family and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the Plaintiff [or Defendant] under the said judgment, including the costs of this execution; and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the Defendant [or Plaintiff] which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the

Registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this 188 , day of

By the Court,
Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

Amount for which judgment was obtained			
Paid as stated in certificate			
Costs for obtaining and registering certificate of the judgment (45 and 46 Vict. c. 31, s. 4)			
Remaining due			
Poundage for issuing this Warrant			
Total amount to be levied			£

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the Debtor.

Application was made to the Registrar for this warrant at minutes past the hour of in the noon of the day of 188 .

I do state for the information of the High Bailiff the place, &c., where the goods are stated to be.

316. Summons.

MARRIED WOMEN'S PROPERTY ACT, 1882.

You are hereby summoned at the instance of , to appear at a County Court to be holden at the day of , at hour of in the noon, when the Court will proceed to consider the question brought annexed, and to make an order with respect to the property in dispute.

Dated this day of Registrar.

We, John Bury Dacent, Rupert Alfred Kettle, Alfred Martineau, Henry J. Stonor, and James Motteram, being Judges of County Courts appointed to frame Rules and Orders for regulating the Practice of the Courts, and Forms of Proceedings therein, under the 32nd section of "The County Courts Act, 1856," have, by virtue of the powers vested in us thereby and of all other powers enabling us in this behalf, framed the foregoing Rules and Forms, and we do hereby certify the same to the Lord Chancellor accordingly.

J. B. DACENT.
RUPERT KETTLE.
A. MARTINEAU.
H. J. STONOR.
J. MOTTERAM.

I approve of these Rules and Forms, to come into force in all County Courts on the first day of March, 1883.

SELBORNE, C.

OBITUARY.

MR. WILLIAM GEORGE HARRISON, Q.C.

Mr. William George Harrison, Q.C., died at his residence, South Lodge, Edgware, on the 5th inst. Mr. Harrison was born in 1826, and he was educated at St. John's College, Cambridge. He became known as a successful speaker at the Cambridge Union on the Conservative side, and he graduated as a wrangler in 1850. He was called to the bar at the Inner Temple in Hilary Term, 1853, when he joined the Home Circuit, and the Essex, Hertford, and St. Albans Sessions. He published (in conjunction with Mr. George Cape) a work on the Law of Companies, but his professional progress was for many years very slow. He gradually, however, obtained a reputation as an able pleader and a sound lawyer, and for many years he had a first-class junior business, especially in mercantile and compensation cases, and also in arbitrations. His chambers were also much resorted to by pupils. Mr. Harrison received a silk gown from Lord Cairns in 1877, and he had since had a very good share of leading business. He was a fearless and able advocate, and was frequently employed to argue cases before the Court of Appeal and House of Lords. Mr. Harrison was a bencher of the Inner Temple. His death, which was caused by a short illness resulting from a chill, has caused universal regret in the profession. He leaves a widow and several children.

MR. THOMAS GUNNER.

Mr. Thomas Gunner, barrister, recorder of Winchester, died at his residence, Heathfield, Winchester, on the 3rd inst. Mr. Gunner was the son of Mr.

William Gunner, of Bishops Waltham, and was born in 1815. He was educated at Winchester and at Trinity College, Oxford, where he graduated B.A. in 1838. He was called to the bar at Lincoln's-inn in Hilary Term, 1842, and he practised for many years on the Western Circuit, and at the Hampshire, Winchester, Portsmouth, and Southampton Sessions. He had for many years an extensive criminal and sessions business in Hampshire. In 1871 he was appointed recorder of Southampton, and he soon afterwards relinquished his practice. Mr. Gunner was a magistrate for Hampshire, and he frequently sat as deputy-judge in the various county courts in that district. He was married to a daughter of Mr. Edward Hale, of Hambledon, Hampshire.

LEGAL APPOINTMENTS.

Mr. FRANK LONDON, solicitor (of the firm of Postans & London), of 43, New Broad-street, and of Brentwood, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Sir ARTHUR JOHN OTWAY, baronet, M.P., who has been elected Chairman of Ways and Means in the House of Commons, is the son of Admiral Sir Robert Waller Otway. He was born in 1822, and he succeeded to the baronetcy on the death of his elder brother in 1851. He was called to the bar at the Middle Temple in Hilary Term, 1850, and he was Under-Secretary of State for Foreign Affairs from 1868 till 1871. He represented Stafford in the Liberal interest from 1852 till 1857, and Chatham from 1865 till 1874, and he was elected M.P. for Rochester in 1879.

Mr. BENJAMIN BURDEKIN, solicitor and notary, of Sheffield, has been elected President of the Sheffield District Incorporated Law Society for the ensuing year.

Mr. HENRY FRARSON GATES, solicitor and notary, of Peterborough, has been appointed High Sheriff of Cambridgeshire and Huntingdonshire for the ensuing year. Mr. Gates was admitted a solicitor in 1840. He is registrar of the diocese of Peterborough, and of the archdeacons of Northampton and Oakham, chapter clerk of Peterborough Cathedral, and secretary to the bishop. He is a magistrate for Huntingdonshire, and for the liberty of Peterborough, and he has served the office of mayor of Peterborough.

Mr. JOHN TREVOR DAVIES, solicitor, of Yeovil and Sherborne, has been appointed Deputy-Coroner for the South-Eastern Division of Somersetshire. Mr. Davies was admitted a solicitor in 1869.

Mr. JOHN MORRIS MASKELL, barrister, has been appointed to act as a Presidency Magistrate at Madras. Mr. Maskell was called to the bar at the Middle Temple in Trinity Term, 1869.

Mr. GEORGE ENGLAND, solicitor, of Howden and Goole, who has been appointed Clerk to the County Magistrates at Howden, in succession to his father, the late Mr. George England, senior, was admitted a solicitor in 1865.

Mr. GEORGE MAW, solicitor, of Bishop Auckland, has been appointed Clerk to the Spennymoor Local Board. Mr. Maw was admitted a solicitor in 1872.

Mr. HUBERT WINSTANLEY, barrister, has been appointed by the Chancellor of the Duchy of Lancaster to the office of Registrar for the Manchester District of the Chancery Court of Lancashire, vacant by the death of Mr. Henry Wilbraham. Mr. Winstanley was called to the bar at Lincoln's-inn in Hilary Term, 1877. He has practised in the Chancery Division and in the Lancashire Chancery Court.

Sir PETER BENSON MAXWELL, knight, has been directed by her Majesty's Government to proceed to Egypt to superintend the organization of the new judicial tribunals in that country. Sir P. B. Maxwell is the son of the Rev. Peter Benson Maxwell. He was born in 1818, and he was educated at Trinity College, Dublin. He was called to the bar at the Middle Temple in Michaelmas Term, 1841, and he formerly practised on the Home Circuit. He received the honour of knighthood in 1856, on being appointed recorder of Penang, and he was Chief Justice of the Straits Settlements from 1866 till 1874.

Mr. REGINALD N. ROGERS, of Falmouth, solicitor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS.

THOMAS JOHN BROAD, and CHARLES BROAD, solicitors, 23, Laurence Pountney-lane, London (Broad & Broad). March 1.

CHARLES HEATON HIND, JOSEPH HARRIS, and FREDERICK RAYMOND BARBER LINDSELL (Nicholls, Hinde, & Co.), Altricham, Cheshire, solicitors. December 31. The business will be continued by Mr. Joseph Harris and Mr. F. R. B. Lindsell, under the style or firm of Nicholls, Harris, & Lindsell.

ARTHUR INGRAM ROBINSON, HENRY JOHN ROBINSON, and ROBERT THOMAS GILL, solicitors, Blackburn and Clitheroe (Robinsons, Sons, & Gill). Arthur Ingram Robinson and Henry John Robinson will carry on the said business under the style or firm of Robinson & Sons. February 28.

JOHN GIBSON YOULL, and GEORGE WILKINSON, Newcastle-upon-Tyne, solicitors (Chartres, Youll, & Wilkinson). February 27.

[Gazette, March 2.]

EDWIN NEWMAN, JOHN LOCKE JEANS, CHARLES OCTAVIUS NEWMAN, JAMES BERNARD PAYNTER, and FREDERICK JOSEPH MOGG GOULD, Clements-lane, London, and Yeovil, solicitors (Newman, Jeans, & Co.). January 18. So far as concerns the said John Locke Jeans, who retires from the firm. The said business will be carried on by the said Edwin Newman, Charles Octavius Newman, James Bernard Paynter, and Frederick Joseph Mogg Gould. [Gazette, March 6.]

COMPANIES.

WINDING-UP NOTICES.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DELAVER'S EXTRACT OF BEER COMPANY, LIMITED.—Pearson, J., has by an order dated Feb 8, appointed Mr Charles Lee Nichols, 1, Victoria st, to be official liquidator.

DEVON AND CORNWALL DAIRY FARM COMPANY, LIMITED.—Fry, J., has, by an order dated Feb 17, appointed William Henry Edwards, 23, Borough High st, Southwark, to be official liquidator.

HONDURAS INTER-OCEANIC RAILWAY COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 21, it was ordered that the voluntary winding up of the company be continued. Rogers, Serjeants' Inn, solicitor for the petitioner.

MITCHELL'S WORROBOROUGH DAIRY FARM COMPANY, LIMITED.—Chitty, J., has, by an order dated Feb 22, appointed John Masterman, King at chambers, Wakefield, to be official liquidator. Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims to the above. April 23 at 12 is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, March 2.]

BRUNSWICK LAGER BEER BREWERY, LIMITED.—Pearson, J., has by an order dated Jan 24 appointed Joseph Shubbrook, 9, Gracechurch st, to be official liquidator. Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to the above. April 20 at 3 is appointed for hearing and adjudicating upon the debts and claims.

BWICK CAROLAN SILVER LEAD MINES, LIMITED.—Kay, J., has fixed March 15 at 1, at his chambers, for the appointment of an official liquidator.

COMMERCIAL UNION BANK, LIMITED.—By an order made by Chitty, J., dated Feb 14, it was ordered that the bank be wound up. Wild and Co, Ironmonger lane.

GLOBE INVESTMENT ASSOCIATION, LIMITED.—Pearson, J., has by an order, dated Jan 16, appointed Sydney Smith, 70, Basinghall st, to be official liquidator.

LONDON AND PROVINCIAL HOUSE, LAND, MORTGAGE, AND INVESTMENT COMPANY, LIMITED.—By an order made by Fry, J., dated Feb 23, it was ordered that the company be wound up. Clarkson and Co, Carter lane, Doctors' commons, solicitors for the petitioner.

MARINE PIERS COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 22, it was ordered that the company be wound up. Champion and Co, Ironmonger lane, solicitors for the petitioner.

NORTH CARDIGANSHIRE SILVER LEAD MINING COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Feb 24, it was ordered that the voluntary winding up of the company be continued. Moore, Finsbury circus, agent for Roberts and Evans, Aberystwith, solicitors for the petitioner.

PATENT TUNNELLING AND MINING MACHINE COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 24, it was ordered that the company be wound up. Nickinson and Co, Chancery lane, solicitors for the petitioner.

SEVERN VALLEY COLLIERY COMPANY, LIMITED.—Petition for winding up, presented March 1, directed to be heard before Kay, J., on March 16. Dubois and Reid, Pancras lane, Queen st, agents for Close, Derby, solicitor for the petitioner.

VICTORIAN GOLD MINING COMPANY, LIMITED.—By an order of the Chancery Division made upon petition, Jan 4, the court ordered that the voluntary winding up of the company be continued. Lawrence and Co, Old Jewry chambers, solicitors for the petitioner.

[Gazette, March 6.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

INTERNATIONAL MARINE HYDROPATHIC COMPANY, LIMITED.—Petition for winding up, presented Feb 24, directed to be heard before the V.C. at St George's Hall, Liverpool, on March 12 at 10.30. Brook and Morris, Liverpool, solicitors for the petitioner.

[Gazette, March 6.]

FRIENDLY SOCIETIES DISSOLVED.

ASHBURTON UNION SOCIETY, London Inn, West st, Ashburton, Devon. Feb 24

FEMALE GRAND LODGE, Temperance Hall, Goodram gate, York. Feb 23

[Gazette, March 2.]

LOYAL INVINCIBLE LODGE, 175, INDEPENDENT ORDER OF ODD FELLOWS, MANCHESTER UNIT, Five Ways Inn, Tipton, Stafford. Feb 28

NO 3 FRIENDLY SOCIETY, Market Hall, Brynmawr. March 1

TRINITY CHURCH FRIENDLY SOCIETY, National Schoolroom, West Bromwich, Stafford. March 1

WIDOW AND ORPHANS' FUND, White Swan Inn, Brook st, Warwick. March 1

[Gazette, March 6.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

BARKER, WILLIAM, Alsager, Chester, Engineer. Mar 14. Barker v Barker, Kay, J. Sheratt, Kidsgrove

BERRY, GILL, Paddock Lower Brew, Huddersfield, Cloth Fuller. Mar 20. Berry v Berry, Chitty, J. Humphreys, Halifax

CHISTLE, JAMES, Portsmouth, Outfitter. Mar 21. Chistle v Chistle, Fry, J. Addison, Portsea

HOLDER, WILLIAM, Rainham, Essex, Grocer. Mar 20. Holder v Holder, Kay, J. Guillaume and Sons, Salisbury sq, Fleet st

KNIGHT, JAMES ALEXANDER, Axminster, Devon, Esq. Mar 16. Knight v Knight, Chitty, J. Arnold and Co, Carey st, Lincoln's inn

LAWSON, MARY DE BURGH, Gathley Castle, York. April 2. De Burgh Lawson v De Burgh Lawson, Kay, J. Duncan, South Shields

MILLS, JOHN, Sunderland, Gent. Mar 12. Mills v Galt, Registrar, Durham. Lawson, Sunderland

RAW, THOMAS, Hertford, Marine Store Dealer. Mar 31. Raw v Romana, Kay, J. Mason, Gresham st

SHERREY, JOHN, Worth, Kent, Yeoman. Mar 20. London and County Banking Company, Limited v Terry, Bacon, V.C. Minter, Folkestone

STOKES, THOMAS, New Parks, Leicester, Esq. Mar 21. Ackman v Paget, Kay, J. Place, Leicester

[Gazette, Feb. 20.]

COOMBS, ELIZABETH, Thornhill rd, Barnsbury. April 2. Parfit v Lander and Boulton, Kay, J. Sandeman, Northampton sq, Clerkenwell

FARNHAM, HENRY, Green lanes, Wood Green, Licensed Victualler. Mar 24. Farnham v Farnham, Chitty, J. Ponsome, junr, Raymond bldg, Gray's inn

HENNINGWAT, EDWARD, Miffield, York. Mar 22. Kirk v Firth, Bacon, V.C. Deano, Bailey

KEYWORTH, HENRY GEORGE, Cirencester, Stationer. Mar 23. Kingsley v Keyworth Chitty, J. Alceborough, St Paul's Churchyard

MELIOR, HATFAN, Over Haddon, near Bakewell, Derby. Mar 24. Mellor v Melior, Fry, J. Broomhead, Bakewell

ROBERTS, JOHN, Falmouth, Cornwall, Cabinet Maker. Mar 31. Tweedy v Roberts, Kay, J. Genn and Nalder, Falmouth

THOMPSON, CHARLES ALLEN, Huddersfield, Solicitor. Mar 16. Lockwood v O'Sullivan, Bacon, V.C. Ellerton, New inn, Strand

[Gazette, Feb. 23.]

BRACHMAN, HENRY, Sutton, Surrey, Esq. Mar 26. Beauchamp v Beauchamp, Fry, J. Woodhouse, New sq, Lincoln's inn

EDWARDS, EMMA, Tufnell park West, Holloway. Mar 27. Marsden v Pearce, Chitty, J. Percock, South sq, Gray's inn

HOPKINS, GEORGE BROUGHTON, Northumberland House Asylum, Finsbury park. Mar 30. Wright v Hopkins, Bacon, V.C. Stunt, Lincoln's inn fields

OMAR, GEORGE, Peckham Rye, Surrey, Gent. Mar 20. Davis v Omar, Fry, J. Copping, Gosham st, Doctors' commons

PUGH, EDWARD NICHOLAS, Bishop's Castle, Salop, Carpenter. Mar 24. Newill v Pugh, Fry, J. Evans, Eastcheap

WILSON, WILLIAM, Stroud, Gloucester, Gent. Mar 16. Wilson v Turner, Bacon, V.C. Hemming, Cheltenham

[Gazette, Feb. 23.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

BOOTHMAN, JOHN WILLIAM, Thornton, York, Farmer. Mar 29. Wright, Skipton

BRINKER, MARCUS, De Beauvoir rd, Kingland, Match Manufacturer. Mar 24. Goldring, White Lion st, Norton Folgate

BUTLER, HENRY, Southampton row, Russell sq, Gent. Mar 31. Morten and Co, Newgate st

CHICK, THOMAS, Wambrook, Dorset, Farmer. Mar 14. Clarke and Lukin, Chard

COLTHURST, JAMES, Albert st, Camden Town. Mar 25. Doyle, Carey st, Lincoln's inn

COTTON, JOHN, Plymouth, Doctor of Medicine. Mar 31. Vallance and Vallance, Essex st, Strand

GANTH, WILLIAM, Preston, Lancaster, Furniture Broker. Mar 17. Forshaw and Parker, Preston

GIBBS, MARTHA, Tittensor, near Stoke-upon-Trent, Stafford. Mar 16. Padgett, Hanley

HARVEY, WILLIAM, Ikeltshall, Suffolk, Gent. Mar 31. Hartup, Bungay

HILLARY, JAMES, Leeds. April 16. Garforth, Dukinfield

HOGG, JOHN, Felling, Durham, Retired Grocer. April 15. Joel and Co, Newcastle-upon-Tyne

JOHNSON, HANNAH, Gateshead, Durham, Grocer. Mar 10. Elsdon and Dranshall, Newcastle-upon-Tyne

JOHNSON, ESTHER MATILDA, Belgrave sq. Mar 24. Baker, Great George st, Westminster

KEMP, JOHN, Kingston-upon-Hull, Butcher. April 26. Thorne, Hull

LOW, ROBERT WILLIAM JOSEPH HUME, Tyndal st, Camberwell New rd, Gent. Mar 2. Chipperfield, Trinity st, Southwark

LYNES, CHARLES TEMPLE, Litcham, Norfolk, Gent. Mar 20. Palmer and Winter, Swarham

MACBONIE, ADRIANA, Rodborough, Gloucestershire. June 30. Winterbotham, Broad

MONRY, EMILE KYBLE, Bromley, Kent, Major-General. Mar 30. Lewin and Co, Southampton st, Strand

OSMAN, THOMAS, Birmingham, Shot Belt Manufacturer. Mar 31. Pointon, Birmingham

RHOADS, CHARLES, Weymouth, Dorset, M.D. April 7. Andrews and Co, Weymouth

RIGHT, JOSEPH, Birmingham, Pia Manufacturer. Mar 21. Price, Birmingham

ROBINSON, JOHNSON, East Ayton, York, Maltster. Mar 31. Woodall and Woodall, Scarborough

RODGERS, JAMES, Sheffield, Silver Stamper. April 1. Clegg, Sheffield

RODGERS, EVATT BALLOW, Colchester, Essex, Retired Merchant. Mar 25. Jones, Colchester

SHOBLAND, THOMAS, Winscombe, Somerset, Yeoman. May 1. Simmons and Wood, Winton

STEWART, CHARLES PATRICK, Sunning Hill, Berks, Esq. April 20. Smith and Wilmer, Lincoln's inn fields

SWIRE, WILLIAM, St Helen's, Lancaster, Clog Iron Manufacturer. Mar 31. Barrow and Cook, St Helen's

TATTERSALL, JOHN, West Witton, near Bedale, York, Mining Agent. Mar 31. Helli and Thompson, Skipton

THOMAS, MARY, Swansea, Glamorgan. Mar 23. James, Swansea

WAILES, GEORGE, Gateshead-up-Tyne, Gent. April 6. Watson and Dendy, Newcastle-upon-Tyne

WELLES, THOMAS, Stoke Devonport, Devon, Farmer. Mar 6. Jenkins, Ford Devonport

WHITING, MATTHEW, Lavender Sweep, Battersea Rise, Esq. April 30. Yette, Lincoln's inn fields

WILSON, ROSEANNA, Waterloo, Lancaster. Mar 15. Quinn, Liverpool

WOOLMER, LOUISA, Upper Park place, Dorset sq, Milk Dealer. Mar 29. Walker and Co, Southampton st, Bloomsbury

YOUNG, ANNE JANE, St Helen's, Lancaster, Cab Proprietor. Mar 31. Barrow and Cook, St Helen's

[Gazette, Feb. 20.]

ARCHER, WILLIAM, Lea Marston, Warwick. Mar 31. Johnson and Co, Birmingham

ASHWORTH, MARIA, Bury, Lancaster, Grocer. Mar 20. Grundy, Bury

BRAITHWAITE, JOSEPH, Kirkby Ireleth, Lancaster, Farmer. Mar 24. Butler, Broughton-in-Furness

BROWN, EDWARD CHARLES, Alexandra rd, South Hampstead, Silversmith. Mar 31. Gresham and Davies, Basinghall st

BURNETT, WILLIAM THOMAS HUME, Old Dover rd, Blackheath, Esq. Mar 25. Bamister, John st, Bedford row

BUTTERWORTH, ROBERT, Rochdale, Lancaster, Painter. April 2. Standing and Taylor, Rochdale

CANN, MARY ANN, Wrampingham, Norfolk. April 1. Keith and Co, Norwich

CLAY, ELIZA, Birmingham, Confectioner. April 7. Cottrell and Son, Birmingham

COTTON, JOHN, Cranbrook, Kent, Yeoman. Mar 31. Philpott and Wood, Cranbrook

DOLMAN, JAMES, Surbiton, Surrey. Mar 24. Shephard, College st, College hill

DOUGHTON, HENRY, Nunhead Green, Peckham Rye, Licensed Victualler. Mar 17. Charles, Fenchurch st

EDDY, LADY ELFRIDA SUSANNA HARRIET, Bournemouth, Hants. April 24. Collins, Reading

ELLIS, CATHERINE SARAH, Saltley, near Birmingham. April 30. Edmondson, Manchester

EMERY, GEORGE, Fenstanton, Huntingdon, Gent. April 1. Watts, St Ives

GARDNER, SARAH ANN, Great Crosby, Lancaster. Mar 23. Gardner and Smith, Liverpool

GOODE, JOHN, Hornton, Oxford, Farmer. Mar 16. Kirby and Mace, Banbury

HALLSTAD, MARY, Bury, Lancaster. Mar 20. Grundy, Bury

HATCHARD, JOHN, Wimborne Minster, Dorset, Esq. Mar 24. Moore and Harvey, Wimborne Minster

HOOD, MARY, Haslingfield, Cambridgeshire. Mar 25. Grain, Cambridge

HOUSE, JAMES BENJAMIN, Corne Abbas, Dorset, Farmer. April 1. Baskett, Everahol, near Dorchester

KINNEEDY, PETER, Cornwall ter, Regent's park, Esq. April 1. Marshall, Leeds

LANCASTER, MARY ANN, Cheltenham, Gloucester. April 6. Wood and Co, Raymond bldg, Gray's inn

LANCASTER, Rev RICHARD THOMAS, Cheltenham, Gloucester. April 6. Wood and Co, Raymond bldg, Gray's inn
 LEAFON, WILLIAM, St Leonard's-on-Sea, Sussex, Gent. Mar 31. Warrington, Walbrook
 LEWIS, JOSEPH, Cadizton, near Cardiff, Glamorgan, Gent. April 1. Peacock and Goddard, South st, Gray's inn
 MIDGENT, EDWARD GIBSON, Ipswich, Suffolk, Ironfounder. Mar 15. Woodard and Hood, Ingram st, Fenchurch st
 MILES, Rev ROBERT GEORGE, Southport, Lancaster. April 20. Almond, Manchester
 OULT, DEWEY, Lambroke grove, Notting hill, Physician. Mar 30. Leefe, Quality st, Chancery lane
 PERROT, MATILDA SYDDALL, Spring Croft, Hornsey lane. May 1. Cole, Church st, Clement's lane
 RICHARDSON, GEORGE, Lynsted, Kent, Fruiturer. Mar 31. Tassell, Faversham
 ROBINSON, WILLIAM, Greystoke, Cumberland, Miller. Mar 20. Little and Lamsonby, Penrith
 ROSEWELL, ISABEL BATT ANNE, Grange-over-Sands, Lancaster. Mar 30. Woodburn, Liverpool
 RUSSELL, ELIZA, Croydon, Surrey. Mar 31. Mee, Gt Winchester st
 RUSSELL, FREDERICK, Littleton, Sussex, Market Gardener. Mar 20. Coles and Carr, Eastbourne
 SCOTT, JAMES WILLIAM, Loddiges rd, Hackney, Licensed Victualler. Mar 24. Champion and Co, Ironmonger lane, Cheapside
 SHAW, CHARLES, Manchester, Cab Proprietor. April 7. Fripp, Oldham
 SHENWELL, WILLIAM, North Wingfield, Derby, Farmer. Mar 24. Black, Chesterfield
 SMITH, Rev EDWARD, Bath, Somerset. Mar 31. Ford, South st, Gray's inn
 SMITH, HENRY, Liverpool, Gent. April 10. Harvey and Co, Liverpool
 SMITH, FREDERICK, Chadlington, Oxford. Mar 24. Wilkins, Chipping Norton
 SMYTH, NICHOLAS HENRY, Norfolk crescent, Hyde park, Surgeon. April 3. Humphreys, Giltspur chmbrs, Holborn Viaduct
 VEST, PERCE, Bath, Somerset. Mar 31. Orton, Basinghall st
 WHITLEY, ELLEN, Liverpool. Mar 21. Morecroft and Winstanley, Liverpool
 [Gazette, Feb. 23.]

ASTBUTHER, JAMES HAMILTON LLOYD, Hintlesham Hall, near Ipswich, Suffolk, Esq. April 7. Warrers, Gt Russell st
 BATEMAN, ALLYSTE SACHERVELL, Derby. April 10. Bateman, Derby
 BEAL, THOMAS, Bradford, York, Bookseller. Mar 31. Jessop, Bradford
 BODIE, JOHN, Highbury quadrant, Shipowner. April 24. Carpenter, Laurence Pountney lane
 BROWN, WILLIAM, Chalfont St Peter, Buckingham, Innkeeper. April 7. Cheese, Amersham
 CLIFFELL, Rev DILLON CHARLES, Great Redisham, Suffolk. Mar 31. Barlee and Co, Finbury circus
 COLLINGS, JAMES, Axbridge, Somerset, Auctioneer. Mar 28. Webster and Smith, Axbridge
 DAVIS, JAMES, Milton-next-Gravesend, Kent, Draper. Mar 31. Tolhurst and Co, Gravesend
 EASE, WILLIAM, Blackburn, Lancaster, Innkeeper. Mar 31. Backhouse, Blackburn
 HARTIDGE, CHARLES HENRY, Erith, Kent, Gent. April 14. Gant, Walbrook
 HUNTER, WILLIAM, Lowndes st, Belgrave sq, Esq. Mar 20. Lawrance and Co, Old Jewry chmbrs
 HUNT, WILLIAM, Gravesend, Kent, Gent. Mar 25. Arnold and Co, Gravesend
 JONES, SARAH, Albany rd, Camberwell. Mar 31. Randall and Angier, Gray's inn place, Gray's inn
 MAY, Sir HENRY, Grosvenor sq, Bart. April 20. Hunters and Co, Lincoln's inn
 OGDEN, THOMAS CLARK, Rusholme, Lancaster, Cotton Spinner. April 30. Towle and Co, Nottingham
 FREDERICK, EMMA, Folkestone, Kent. April 6. Roy and Cartwright, Lothbury
 FOWELL, WILLIAM, Carleton, near Pontefract, York, Esq. Mar 31. Vickers and Co, Sheffield
 SMITH, EDWARD THOMAS, Jamaica, Judge. June 30. Vincent, Finbury circus
 STEVENSON, ANTHONY PRIGAL, Chester, Timber Merchant. April 9. Bridgman and Co, Chester
 TAYLOR, WILLIAM, Moor st, Soho, Tobaccoist. Mar 30. Davies, Tottenham court rd
 WESSLEY, BENJAMIN HENRY, Camilla rd, Bermondsey, Gent. Mar 24. Chipperfield, Trinity st, Southwark
 WATERHEAD, ROBERT BONTRIN, Berwick-upon-Tweed, Solicitor. April 23. Sander-son and Weatherhead, Berwick-upon-Tweed
 WILLIAMS, JOHN, Loughton, Essex, Esq. Mar 31. Hollingsworth and Co, East India square
 [Gazette, Feb. 27.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 1.—Bills Read a Second Time.

PRIVATE BILLS.—Tower (Thames) Subway; Basingstoke and Estrop Water; British American Land Company; British Fisheries Society; Lydd Railway (Extension); Regent's Canal, City, and Docks Railway (Various Powers); Standard Life Assurance Company; Watford Gas; Drypool Parish Burial-ground; Newcastle-on-Tyne and District Sea Water Supply.

March 2.—Bills Read a Second Time.

PRIVATE BILLS.—Enderdale Railway; East and West India Dock.

March 5.—Bills read a Second Time.

PRIVATE BILLS.—Flintshire Water and Gas; Landport Wharf; St. Saviour's, Southwark (Charch Rate Abolition); South Hayling Bridge; Wroxall and District Water; Ipswich Gas; Market Deeping Railway (Abandonment); Norwood (Middlesex) and Sunningdale District Water Companies; Telegraph Construction and Maintenance Company; Brathwaite and Buttermere Railway.

March 6.—Bills read a Second Time.

PRIVATE BILLS.—Sack Dennis Rectory; Payment of Wages in Public-houses Prohibition.

HOUSE OF COMMONS.

March 1.—Bills read a Second Time.

PRIVATE BILLS.—Thames Navigation; Bridgwater and Watchet Railway.

March 5.—Bills read a Second Time.

PRIVATE BILLS.—Cheshire Lines Committee; Church Fenton, Cawood, and Wistow Railway; Great Eastern Railway (General Powers); Great Northern Railway; Hounslow and Metropolitan Railway; Hull, Barnsley, and West Riding Junction Railway and Dock (Interests); Hull, Barnsley, and West Riding Junction Railway and Dock (Various Powers); Lambeth Water; London and North-Western Railway (Additional Powers); London and North-Western Railway (New Railways); London and South-Western Railway (Various Powers); London, Tilbury, and Southend Railway; Manchester, Sheffield, and Lincolnshire Railway; Midland Railway; North London Railway; Peckham and East Dulwich Tramways (Extensions); Portsmouth Water; South-Eastern Railway; Southwark and Vauxhall Water; Taff Vale Railway; Municipal Corporations (Unreformed).

Bill read a Third Time.

Consolidated Fund (Permanent Charges of Redemption) Act, 1873, Amendment.

Bill read a First Time.

Bill to remove the disabilities affecting the eligibility of persons in Holy Orders to sit in the House of Commons (Mr. ROUNDELL).

March 6.—Bills read a Second Time.

PRIVATE BILLS.—Lea Bridge, Leyton, and Walthamstow Tramways (Extensions); Wrexham, Mold, and Connah's Quay Railway (Capital Arrangements); Wrexham, Mold, and Connah's Quay Railway (Hawarden Loop Line).

March 7.—Bills read a Second Time.

PRIVATE BILLS.—Downham and Stoke Ferry Railway; Great Eastern, Tending Hundred, and Clacton-on-Sea Railway Companies Amalgamation; Great Western and Llynvi and Ogmore Railway Companies; North-Eastern Railway (Spennithorne and Scorton Branch).
 Cruelty to Animals Acts Amendment.

Bills Read a First Time.

Bill to enable county court judges to render assistance in the transaction of civil and criminal business at the assizes (Mr. HASTINGS).
 Bill for conservancy of rivers and prevention of floods (Mr. DONSON).

LEGAL NEWS.

The following correspondence has passed between the Attorney-General and Mr. Benjamin, Q.C. :—

"New-court, Temple, Feb. 28.

"My dear Benjamin,—I have before me a document signed by almost every leading member of the English bar, the contents of which I am requested to convey to you.

"These old friends of yours are anxious that you should afford them, collectively, an opportunity of showing their friendship towards you, and they trust you will consent to be their guest on some occasion convenient to yourself.

"I hope you will understand their reasons for desiring thus to meet you. We do not forget how you came some seventeen years ago a stranger among us. We offered you then no insincere welcome, and in return you have always during those years of your sojourn with us supported the honour and position of our profession, and have added much to the public estimation in which we are held.

"And so now when you leave us, your old associates are anxious to show and to tell how much they valued the friendship they know that even now they have not lost.

"I am, my dear Benjamin, your most truly,

"HENRY JAMES"

"41, Avenue d'Iena, Paris, March 1.

"My dear Attorney-General,—I hardly know how to express the emotions with which I read your letter of yesterday. I trust I can appreciate, as it deserves, so flattering a testimonial to my professional career, emanating from the leading members of the English bar, and it is an honour of which I shall ever be proud. But I am more deeply touched by the assurance that I am personally held in such high regard by my brethren in the profession as to receive the assurance of their desire that I should still be considered by them all as a friend whose sympathies are to survive the severance of our professional relations. How heartily I respond to this desire it surely is not necessary to express.

"I have not the courage to decline the offer of which you have so kindly made yourself the intermediary. The state of my health, however, is such that it is impossible for me now to name a date at which I could be present in London; but as the season advances and the weather becomes more propitious, I have strong hopes of being able to pass a few weeks in London, and, if so, I will then appoint some day convenient to my friends for their collective farewell.

"I remain, my dear James, yours very sincerely,

"J. P. BENJAMIN."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	Mr. Justice KAY.
Monday, March..... 12	Mr. Lavis	Mr. Teesdale	Mr. Clowes
Tuesday..... 13	Carrington	Farrer	Koe
Wednesday..... 14	Lavis	Teesdale	Clowes
Thursday..... 15	Carrington	Farrer	Koe
Friday..... 16	Lavis	Teesdale	Clowes
Saturday..... 17	Carrington	Farrer	Koe

Date.	Mr. Justice FRY.	Mr. Justice PARSON.	Mr. Justice CRITT.
Monday, March..... 12	Mr. Jackson	Mr. Merivale	Mr. Ward
Tuesday..... 13	Cobby	King	Pemberton
Wednesday..... 14	Jackson	Merivale	Ward
Thursday..... 15	Cobby	King	Pemberton
Friday..... 16	Jackson	Merivale	Ward
Saturday..... 17	Cobby	King	Pemberton

PRUDENTIAL ASSURANCE COMPANY (LIMITED).—The annual meeting of the shareholders was held on Thursday week, at the offices of the company, under the presidency of Mr. Edgar Horne. The report stated that in both branches there had been an increased business and a diminished expenditure. The invested funds of the company, including the paid-up capital, exceeded £3,000,000—viz., £928,176 in the ordinary branch and £2,119,223 in the industrial branch. In the ordinary branch the new business consisted of 7,067 policies assuring £865,148, bringing a new annual premium income of £32,777. The claims for the year amounted to £73,621. The premium income amounted to £164,949, being an increase of £22,216 over the previous year. The investments were in consols and mortgages upon freehold property and reversions. In the industrial branch the premiums received amounted to £2,126,022, being an increase of £276,527. The claims of the year had been £773,813, and the total amount of claims paid in this branch was £4,559,925. The investments of the year had been made in New Three per Cents., loans upon rates, and freehold ground-rents. The chairman, in moving the adoption of the report, congratulated the meeting upon the results achieved, considering the depression in trade and agriculture—always most important factors in life assurance business. It was the intention of the board to make further concessions to the policyholders. No policy of five years' standing will be allowed to lapse by non-payment of premium. In the event of the premium not being paid, notice will be sent from the company to the holder offering either to revive the policy or to pay the surrender value.

RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held on the 8th inst., at their sale-rooms, Crown-court, Old Broad-street, E.C., the following were among the prices obtained:—British North Borneo, £14; Horse Shoe Manufacturing, 8s.; Max Greger 21 "A" shares, 16s. 6d.; Railway and Electric Appliances £1 fully paid, 12s. 6d.; Exeter Trams, £1; Frongoch Mine, 27s. 6d.; California Gold Mine, 20s.; Junior Army and Navy Stores, 15s.; and other miscellaneous securities fetched fair prices.

SALES OF THE ENSUING WEEK.

March 14.—Mr. MILLAR, at the Mart, at 2 p.m., Leasehold Estates (see advertisement, March 3, p. 305).

March 14.—Mr. F. ELLIS MORRIS, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, March 3, p. 306).

March 15.—Messrs. FARRBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, March 3, p. 306).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

JONES.—Mar. 1, at 16, Great Western-street, Moss Side, Manchester, the wife of Henry P. Jones, collector, of a son.

WILSON.—Feb. 14, at Wolfdece, Balham-park-road, Balham, S.W., the wife of W. Murray O. Wilson, barrister-at-law, of a son, stillborn.

DEATHS.

EARLE.—Feb. 19, at Mablefield, Fallowfield, Manchester, Nicholas Earle, solicitor, aged 81.

HARRISON.—Mar. 5, at South Lodge, Edgware, W. G. Harrison, Q.C., aged 56.

HEMINGWAY.—Feb. 21, at New Southgate, suddenly, Wm. Hemingway, barrister-at-law, aged 68.

JACKSON.—Feb. 24, at Egrement, county Dublin, Charles Nicholson Jackson, solicitor, aged 35.

LONDON GAZETTES.

Bankrupts.

FRIDAY, March 3, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Banyard, Henry Hill, Clifford's inn, Solicitor. Pet Feb 27. Murray. Mar 16 at 11.
Clements, John Bennett, Pelham crescent, South Kensington. Pet Feb 27. Murray. Mar 16 at 11.30.
Mathewson, Edward Horatio, Central Meat Market, Meat Salesman. Pet Feb 28. Brougham. Mar 31 at 12.
Wombwell, Herbert, New Wharf rd, Caledonian rd, Coach Builder. Pet Feb 23. Peppas. Mar 14 at 11.30.

To Surrender in the Country.

Aston, Benjamin, Richard, Wakefield, York, Hotel Keeper. Pet Feb 27. Mason. Wakefield. Mar 16 at 11.
Barker, James William, Stourport, Worcester, Licensed Victualler. Pet Feb 28. Talbot. Kidderminster. Mar 14 at 11.
Dowling, George Samuel, Birmingham. Pet Feb 27. Parry. Birmingham. Mar 20 at 3.
Gurney, Reginald, Holmby, Harrow, Gent. Pet Feb 28. Edwards. St Alban's. Mar 15 at 3.
Palford, George Leader, Riddlington, Norfolk, Dealer. Pet Feb 27. Cooke. Norwich. Mar 13 at 3.
Scott, William Henry, Wollaston, Worcester, Ale and Porter Merchant. Pet Feb 27. Collis. Stourbridge. Mar 16 at 11.

TUESDAY, March 6, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in London.

Forester, Charles, Westbourns park villas, Major. Pet Mar 1. Brougham. Mar 20 at 11.
Groom, Henry, Marylebone rd, Printer. Pet Mar 3. Brougham. Mar 20 at 12.30.
Harrison, Charles Glaucus Richard, Gresham st, Brick Merchant. Pet Mar 2. Peppas. Mar 20 at 11.30.
Hewington, A. H., Easton rd, Inventor and Patentee. Pet Mar 2. Brougham. Mar 20 at 12.
Mitchell, Alfred, Leytonstone, Essex. Pet Mar 1. Haalitt. Mar 21 at 1.
Nicoll, Wykeham George, Gt Portland at, Portland place, Solicitor. Pet Mar 1. Haalitt. Mar 21 at 12.30.

To Surrender in the Country.

Amiel, Victor, Deal, Kent, Wine and Spirit Merchant. Pet Mar 2. Furley. Canterbury. Mar 20 at 12.15.
Ballard, John, Chelmsford, Essex, County Court Bailiff. Pet Mar 2. Duffield. Chelmsford. Mar 17 at 11.
Beresford, William, and Lot Mason, Derby, Tobacconists. Pet Feb 27. Weller. Derby. Mar 21 at 12.
Carter, Isaac, Thurston, Leicester, Farmer. Pet Feb 26. Moore. Leicester. Mar 21 at 12.
Foster, Richard, and William Foster, Clayton West, York, Drapers. Pet Jan 10. Bury. Barnsley. Mar 20 at 11.30.
King, Vessey, Kingston-upon-Hull, Music Seller. Pet Mar 3. Rolitt. Kingston-upon-Hull. Mar 20 at 3.
Law, John Thomas, Batley, York, Architect. Pet Mar 2. Tennant. Dewsbury. Mar 19 at 12.
Lloyd, John, Liverpool, Clothier. Pet Mar 2. Bellringer. Liverpool. Mar 19 at 12.
Marsden, George Henry, Sheffield, Licensed Victualler. Pet Mar 1. Wake. Sheffield. Mar 19 at 11.
Nevison, Henry, Millfield, Sunderland, Grocer. Pet Mar 1. Ellis. Sunderland. Mar 20 at 2.
Spraggon, William, Dudley, Congregational Minister. Pet Mar 2. Walker. Dudley. Mar 20 at 12.
Stephenson, Joseph, Dewsbury, Dyer. Pet Mar 2. Tennant. Dewsbury. Mar 20 at 12.
Tabor, George Thomas, Andover, Hants, Farmer. Pet Mar 3. Wilson. Salisbury. Mar 17 at 12.
Wilkinson, Joseph, Tyersal, Bradford, York, Innkeeper. Pet Mar 2. Garnett-Orme. Bradford. Mar 20 at 12.

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Mar. 2, 1883.

Allan, John Nixon, Scarborough, Baker. Mar 15 at 3 at office of Greenwood and Greenwood, Huntress row, Scarborough.
Alcock, James Ebenezer, Edgbaston, Commercial Traveller. Mar 16 at 3 at office of Parr, Colmore row, Birmingham.
Alway, William, Newton Abbot, Devon, Brushmaker. Mar 14 at 10 at office of Southcott, Post Office st, Bedford circus, Exeter.
Archer, John Crickmore, Norwich, Engineer. Mar 14 at 3 at office of Sudd and Linsay, Theatre st, Norwich.
Atkinson, William, South Duffield, York, Farmer. Mar 14 at 12 at Albert Hotel, Wide st, Selby.
Bachbrotter, Edwin, Leeds, Decorator. Mar 15 at 3 at office of Blacklock, Albion st, Leeds.
Barrell, Frederick Benjamin, Hornsey rd, Holloway, Licensed Victualler. Mar 16 at 3 at office of Wheeler, Queen Victoria st.
Belton, Richard, Monkwearmouth, Oil Merchant. Mar 16 at 3 at office of Botterell and Roche, West Sunnyside, Sunderland.
Bevan, Thomas, and Thomas Bevan, jun, Barnstaple, Builders. Mar 17 at 3 at office of Chanter and Co, Bridge Hall chbrs, Barnstaple.
Birdsall, John, and Charles Henry Midgley, Leeds, Tea Merchants. Mar 14 at 3 at office of Blacklock, Albion st, Leeds.
Blackmore, William Henry, St Bride lane, Schoolmaster. Mar 20 at 3 at office of Foster, Birchlin lane.
Bradley, Jacob, Morley, York, Woollen Manufacturer. Mar 14 at 3 at Law Institution, Albion pl, Leeds.
Briggs, Henry, Leeds, Carrier. Mar 16 at 1 at office of Rooke and Midgley, White Horse st, Leeds.
Brownson, James, Hawick lane Ends, Durham, Boot Dealer. Mar 14 at 11.30 at office of Edgar, Silver st, Bishop Auckland.
Churcher, James Graham, Fish st hill, Hat Manufacturer. Mar 13 at 3 at office of Harcourt, Moorgate st.
Clark, Charles, Hyde Side, Lower Edmonton, Builder. Mar 13 at 5 at Anderson's Hotel, Fleet st.
Thompson and Light, New inn, Strand.
Clarke, Charles Edwin, Filkins, Brewer. Mar 12 at 3 at Bull Hotel, Fairford. Wilms, Fairford.
Cleaveley, Robert, Croydon, Corn Merchant. Mar 14 at 3 at Mullens Hotel, Ironmonger lane.
Hare, Metal Exchange bldgs, Gracechurch st.
Cohen, Judah, Bell inn yd, Aldgate, Furniture Dealer. Mar 22 at 11 at office of Goldring, White Lion st, Norton Folgate.
Coleing, George, and George Robert Coleing, Walton-on-Thames, Grocers. Mar 20 at 12 at 6, Arthur st East. Wood and Wootton, Fish st hill.

Powell, William, Marthyr Tydfil, Glamorgan, Grocer. Mar 14 at 12 at office of Vaughan, High st, Marthyr Tydfil

Purdon, Henry, West Hartlepool, Durham, Auctioneer. Mar 16 at 5 at office of Ball, Church st, West Hartlepool

Rees, Edward, Pontypridd, Glamorgan, Surveyor. Mar 21 at 11 at office of Davis, Mill st, Pontypridd

Reeve, William James, Birmingham, Corn Merchant. Mar 15 at 12 at office of Saunders and Bradbury, Temple row, Birmingham

Roberts, Edward, Aberdare, Innkeeper. Mar 14 at 12 at office of Linton and Kemsbol, Canon st, Aberdare

Roberts, William Augustus, Ystradgynfwr, Glamorgan, Draper. Mar 17 at 1 at West-gate Hotel, Newport, Morgan, Pontypridd

Robertson, James Ebenezer, Panlet rd, Camberwall, Builder. Mar 10 at 3 at Guildhall Tavern, Gresham st, Smallman, Queen st

Rogers, Gann, & Co, Leadenhall House, Leadenhall st, Seacharine Brokers. Mar 20 at 3 at office of Swain, Old Jewry

Rogers, George, St. Kevin's st, Piccadilly, Warehouseman. Mar 16 at 3 at office of Ladbury and Co, Cheapside

Rogers, William George, Bristol, Licensed Victualler. Mar 16 at 3 at office of Cumbe-land, Clare st, Bristol

Ross, John, Oldham, Stationer. Mar 16 at 3 at office of Simpson and Hookin, Mount st, Albert sq, Manchester

Rutter, Henry, Manchester, Baby Linen Manufacturer. Mar 13 at 3 at Clarence Hotel, Piccadilly, Manchester. Clemmes, Manchester

Saunders, John, Dodbrooks, Devon, Builder. Mar 15 at 12 at office of Hurrell, Market pl, Kingbridge

Scott, Edward, Newcastle on Tyne, out of business. Mar 13 at 3 at office of Stanford, Collingwood, Newcastle on Tyne

Sedgley, Joseph, Kingswinford, Stafford, Glass Maker. Mar 14 at 11 at offices of Wall, Hagley st, Stourbridge

Sewell, William Alfred, Palace st, Pimlico, Dealer in Horres. Mar 16 at 3 at offices of Cogan and Co, Chancery lane

Shann, John, Leeds, Licensed Victualler. Mar 14 at 2 at offices of Pullan, Albion st, Leeds

Shaw, James, Longwood, nr Huddersfield, Woollen Manufacturer. Mar 16 at 3 at the George Hotel, St George's sq, Huddersfield. Brooks, Leeds

Simpkins, Charles, Bath, Auctioneer. Mar 16 at 3 at offices of Tiley, Orange grove, Bath

Sims, George, Bedminster, Somerset, out of business. Mar 13 at 11 at offices of Pitt, Nicholas st, Bristol

Skinner, William, Croydon, Baker. Mar 15 at 2 at offices of Pullen, Basinghall st

Smith, Samuel, Nottingham, Butcher. Mar 16 at 3 at offices of Whittingham, Middle Row, Nottingham

Stout, John, How Sturux, Glass Dealer (erroneously described as John Sturt in the former notice). Mar 6 at 12 at offices of Edmonds and Co, Cheapside

Stoakes, Richard, Mansfield, Notts, Boot Maker. Mar 15 at 3 at George Hotel, George st, Nottingham. Cockayne, Nottingham

Tomkinson, Thomas Dunciffell, Leicester, Painter. Mar 15 at 12 at office of Goode, Baxter gate, Loughborough

Tossell, William Michael, and Thomas Ebenezer Tossell, St Loy's rd, Ship Field Estate, Tottenham, Builders. Mar 10 at 3 at Mason's Hall Tavern, Basinghall st. Hopkins, Queen st, Worship st

Wall, James Arthur, Bagworth, Leicester, out of business. Mar 15 at 12 at office of Miles and Co, Cank st, Leicester

Ward, Henry, Derby, Wholesale Druggist. Mar 20 at 11 at Midland Hotel, Derby.

Watson and Topham, Hanley

Webb, George, Monmouth, Builder. Mar 15 at 3 at Kings Head Hotel, Monmouth

Browne, Abercromby

Webster, John, and Henry Saunders Edwards, Crowkerne, Somerset. Mar 13 at 2 at Three Choughs Hotel, Yeovil, in lieu of the place originally named

White, James, Pinxtou, Derby, Farmer. Mar 16 at 3 at Assembly Rooms, Low Pavement, Nottingham. Stevenson, Nottingham

Whitmore, James, Norwich, Shoe Maker. Mar 13 at 11 at Golden Lion, St John's

Wilkinson, William Henry, Sheffield, Provision Merchant. Mar 15 at 3 at Law Society.

Hoolcs obtrs, Bank st, Sheffield. Webster and Snyring, Sheffield

TUESDAY, March 6, 1893.

Anthony, Joseph, Llanstephan, Carmarthen, Licensed Victualler. Mar 16 at 10.30 at office of White, King st, Carmarthen

Barker, George, Paxton rd, Chiswick, Musical Instrument Tuner. Mar 20 at 4 at office of Durham, Walbrook, Queen Victoria st

Barnaley, John Henry, Mallock Bank, Derby, Grocer. Mar 21 at 3 at office of Skidmore, Mallock Bridge

Barrett, Thomas Joseph, Edgware rd, Watchmaker and Jeweller. Mar 15 at 1 at office of Hodgson, Ely pl, Holborn

Sateman, William, Birmingham, Tin Plate Manufacturer. Mar 20 at 3 at office of Parr, Colmore row, Birmingham

Bray, Tom, Brixton rd, Linndraper. Mar 16 at 12 at office of Wenn, King Edward st, Newgate

Benthall, Albert, Amsyd House, Twickenham, Physician. Mar 22 at 3 at office of Rumney, Walbrook

Birkitt, George, Derby, Stove Grate Manufacturer. Mar 16 at 11 at office of Mole and Stone, Full st, Derby

Blackmore, Joseph, Manchester, out of business. Apr 3 at 11 at office of Grundy and Co, Princess st, Manchester

Bonne, Christian Bus, and Sophia Alfred Waldemar, Brough, York, Yeast Manufacturers. Mar 16 at 3 at Law Society, Lincoln's inn bldg, Bowdley lane, Kingston upon Hull. Shackles, Hull

Booth, William, Middleton, Lancaster, Licensed Victualler. Mar 21 at 3 at office of Ascroft, Clegg st, Oldham

Bonlity, Charles, Nottingham, Furniture Dealer. Mar 22 at 3 at office of Marriott, St Peter's gate, Nottingham

Brister, Charles Henry, Hucknall Torkard, Nottingham, Baker. Mar 27 at 12.30 at office of Martin, Low pavement, Nottingham

Brooks, William, Pantenville rd, Boot Manufacturer. Mar 16 at 3 at 133, Holborn.

Ayers, Coleman st

Budden, George Ceyzar, Rlythe rd, Hammersmith, Grocer. Mar 20 at 1 at office of Hogan and Hughes, Martin's lane, Cannon st

Budds, Warren Wood, Sheerness, Drysalter. Mar 21 at 12 at Townhall, Sittingbourne.

Winch and Strouts, Sittingbourne

Burt, Isaac, Newark-upon-Trent, Nottingham, Schoolmaster. Mar 26 at 3 at office of Smith, Stockman st, Newark-upon-Trent

Burrows, Thomas Seabrook, Condit st, Bond st, Goldsmith. Mar 22 at 3 at 279, High Holborn. Leslie, Condit st, Bond st

Came, James Henry, Bradford, Fish Salesman. Mar 16 at 3 at office of Wright, Kirkgate, Bradford

Castledine, George, Gt Burkhamsied, Grocer. Mar 20 at 12 at office of Lovell and Co, Gray's inn sq. Hullock and Penny, Gt Burkhamsied

Clark, Edward, King's rd, Peckham, Architect. Mar 26 at 3 at office of Staprope, Pinners' Hall, Old Broad st

Clegg, Timothy, Manchester, Carrier. Mar 22 at 3 at office of Orms and Co, Peter st

Cook, Samuel, Backthorne, Lincoln, Carter. Mar 17 at 11 at office of Durance, Mint lane, Lincoln

Cooks, Thomas, Robert st, Chelsea, Paperhanger. Mar 20 at 3 at office of Chaffield and Chaffield, Conduit st, Regent st

Cooke, William, and John Cooke, Sheffield, Forgers. Mar 19 at 12 at Law Society, Hool's chbrs, Bank st, Sheffield. Swift and Ashington, Sheffield
Corawell, William Benjamin, Cardiff, Butcher. Mar 19 at 3 at office of Tribe and Co, Crookherbtown, Cardiff
Dancer, Charles William Yates, Hanley, Baker. Mar 16 at 2.30 at office of Bishop and Topham, Bank chbrs, Hanley
Derry, George, Newark upon Trent, Grocer. Mar 19 at 3 at George the Fourth Hotel, George st, Nottingham. Pratt and Hodgkinson, Newark upon Trent
Dewhurst, John, Winton within Blackburn, Bootmaker. Mar 20 at 3 at office of Riley, Astley gate, King st, Blackburn
Dimbleby, Samuel Norton, Osman rd, West Kensington pk, Colliery Proprietor. Mar 20 at 3 at Law Institution, Chancery lane. Goldring and Mitchell, Southampton st, Bloomsbury
Dobing, Robert Walter, Durham, Millwright. Mar 19 at 11 at office of Mawson, Exchange Office, North Bailey, Durham
Dunn, John, Darlington, Durham, Ironmonger. Mar 17 at 3.15 at Station Hotel, York. Barron, Darlington
Eckersley, James, Bolton, Lancaster, Licensed Victualler. Mar 22 at 3 at offices of Robinson, Nelson sq, Bolton
Francom, Samuel James, Swancombe, Kent, Builder. Mar 21 at 12 at offices of Pinkett and Leader, St Paul's churchyard
Gardiner, Allen, Worcester, Lodging house Keeper. Mar 16 at 11 at offices of Allen and Besenham, Sansome pl, Worcester
Geoves, Charles Hussey, Luton, Bedford, Cabinet Maker. Mar 21 at 3 at offices of Ewen and Roberts, Park st West, Luton
Gill, Charles John, Hanley, Stafford, Commercial Traveller. Mar 15 at 11.30 at offices of Snow, Cheapside, Hanley
Glenn, Samuel Samson, Exeter, Bootmaker. Mar 19 at 1 at Grand Hotel, Bristol. Campion
Glover, John, Walsall, Stafford, Publican. Mar 19 at 11 at offices of Duignan and Co, Walsall
Goellings, William Fitch, Walbrook, Architect. Mar 14 at 12 at offices of Russel, Leadenhall st
Griffiths, Henry Alfred, Birmingham, Music Seller. Mar 16 at 3 at offices of Harris, Argyll st, Regent st. Bradley, Birmingham
Hall, Harvey, Oliver Hall, and Alexander Hall, Batley, York, Woollen Manufacturers. Mar 20 at 11 at Batley Station Hotel. Scholefield and Taylor
Hall, Mary, Morpeth, Northumberland, Brewer. Mar 22 at 11 at office of Brett, Bridge st, Morpeth
Harwood, Richard, jun, Bourton on the Water, Gloucester, Tailor. Mar 20 at 2 at office of Kendall, Bourton on the Water
Harvard, William, Pensbury st, Wandsworth rd, Clapham, Builder. Mar 20 at 2 at office of Armstrong, Chancery lane
Heeketh, Spencer Lord, Rock Ferry, Chester, Master Mariner. Mar 22 at 12 at office of Carruthers, Lord st, Liverpool
Hill, George, Malton, York, Joiner. Mar 19 at 3 at Abbot's Hotel, York. Walker and Langborne, Malton
Hunter, Joseph, Cockermouth, Cumberland, Cabinet Maker. Mar 20 at 2 at office of Burn, Main st, Cockermouth
Jackson, Frederick Smith, Selby, York, Fellmonger. Mar 21 at 12 at office of Shaftoe, Bland's ct, Cony st, York
Jenkins, Mary, Llanelly, Carmarthen, Publican. Mar 20 at 12 at office of Sneed, Llanelly
Kane, Aloysius Jose, Lombard st, Counsellor of the Supreme Court of America. Mar 22 at 3 at 83, Gresham st. Kay, King st, Cheapside
Ketcher, James William, Cornwall rd, Stroud Green, Commission Agent. Mar 30 at 3 at office of Kiseby, Cheapside
Killick, Lewis Anthony, Langley, Kent, Farmer. Mar 19 at 11 at office of Monckton and Co, King st, Maidstone
Langley, Benjamin, Slough, Grocer. Mar 20 at 2 at 6, Arthur st East. Carter and Bell, Kateschep
Lewis, John Davies, Ewenny, Glamorgan, Tinplate Merchants. Mar 19 at 12.30 at Bell Hotel, Gloucester. Tennant and Jones, Aberavon
Lipto, Walter, Yeovil, Somerset, Innkeeper. Mar 19 at 11 at office of Mayo and Marsh, Yeovil
Little, Joan, Leeds, Dressmaker. Mar 19 at 3 at office of Craven, East parade, Leeds
Mackenzie, John, Burnley, Lancaster, Currier. Mar 16 at Queen's Hotel, Leeds, in lieu of place originally named
Mason, Thomas Chappell, Wednesbury, Stafford, Butcher. Mar 21 at 3.30 at office of Sheldon, High st, Wednesbury
Meadowcroft, Alfred, Salford, Lancaster, Baker. Mar 19 at 3 at office of Thomson, Victoria st, Manchester
Middlebrook, Johnson, Morley, York, Woollen Manufacturer. Mar 19 at 11 at office of Shaw, Bond st, Dewsbury
Milligan, John, Whitehaven, Cumberland, Bank Accountant. Mar 21 at 2 at office of Braithwaite, Lowther st, Whitehaven
Monkley, George, Middlesbrough, Grocer. Mar 16 at 11 at office of Chilton, Mechanics' Institute, Stockton-on-Tees
Morgan, Leigh, Chepstow, Monmouth, Wine Merchant. Mar 20 at 11 at office of Evans, Chepstow. Lloyd, Newport
Morris, George Samuel, Guildhall chbrs, Basinghall st, Merchant. Mar 19 at 12 at Guildhall Tavern, Gresham st. Honey, Aldermanbury
Muhana, George, Hornsey rd, Holloway, Grocer. Mar 15 at 3 at office of Elers, St Martin's crt, Leicester sq
Nadin, John George, Salford, Lancaster, Professor of Gymnastics. Mar 21 at 3 at office of Humphreys, Princess st, Manchester
Nefzger, John, Eastfield st, Limehouse, Baker. Mar 16 at 11 at office of Anning, 78, Cheapside
Nicholas, Alfred Henry, Mountnessing, Essex, Farmer. Mar 20 at 11 at White Hart Hotel, Chelmsford. Woodard and Hood, Ingram crt, Fenchurch st
Nield, Alfred, Southport, Lancaster, Provision Dealer. Mar 21 at 12 at office of Scarlett, London st, Southport. Draper, Southport
Nixon, Augustus, Upper Tooting, Surrey, Builder. Mar 24 at 10.30 at office of Lambert, Chancery lane
Parker, Joseph, Portlaine, Sussex, Builder. Mar 29 at 3 at office of Schomberg, Middle st, Brighton
Payne, George, Teignmouth, Devon, Hatter. Mar 19 at 2 at office of Phillips, Small st, Bristol
Phillips, Joseph, Romford, Essex, Corn Dealer. Mar 14 at 12 at office of Haynes and Clifton, South st, Romford
Pickles, Walter, Halifax, Butcher. Mar 24 at 11 at office of Rhodes, Commercial Bank chbrs, Halifax
Pileworth, Harry, Cambridge, Coal Merchant. Mar 20 at 12 at office of Ellison and Co, Petty Curry, Cambridge
Price, William Thomas, Rhydney, Monmouth, Grocer. Mar 19 at 1 at office of Simons and Plewa, Church st, Merthyr Tydfil
Ramsell, Eliza, Tamworth, Tobaccoist. Mar 19 at 3 at office of Nevill and Atkins, Colshill, Tamworth
Randsell, Francis, Kidwelly, Carmarthen, Carpenter. Mar 14 at 12 at office of Sneed, Llanelly
Rasheley, John, Combe St Nicholas, Somerset, Miller. Mar 20 at 12 at office of Collins, Broad st, Bristol
Richardson, Matthew, Middlesbrough, Beerhouse Keeper. Mar 16 at 3 at office of Catchpole, Wilson st, Middlesbrough
Rochlitz, Ernest Christian, Church st, Stoke Newington, Ironmonger. Mar 19 at 3 at office of Cooper and Co, Lincoln's inn fields
Roe, Clarence, Scarborough, Artist. Mar 16 at 2 at Bull and Mouth Hotel, Briggate, Leeds. Appleyard, Scarborough
Saberton, William Mx, Wilburton, Cambridge, Farmer. Mar 27 at 11 at office of Wayman, Silver st, Cambridge

Sambrook, William Edward, Burslem, Plumber. Mar 20 at 11 at office of Tomkinson and Furnival, St John's chbrs, Queen st, Burslem
Sandilands, Rev Percival Richard Renorden, Newton Abbot, Devon. Mar 17 at 11 at office of Gidley, Bedford circus, Exeter
Sewell, William Alfred, Palace st, Fimlico, Horse Dealer. Mar 16 at 2 at office of Ogan and Co, Chancery lane
Shepherdson, William Whilam, Middlesbrough, Grocer. Mar 14 at 2 at office of Catchpole, Wilson st, Middlesbrough
Smallwood, Henry John, Steeton, York, Publican. Mar 19 at 11 at office of Young, Low Ousegate, York
Smith, Henry, Birmingham, Baker. Mar 16 at 3 at office of Fallows, Cherry at, Birmingham
Smith, Reuben, Dudley, Worcester, Blacksmith. Mar 19 at 4 at office of Slingsby, Nunston. Ward, Dudley
Smith, Stanley William, Cambridge, Auctioneer. Mar 16 at 13 at office of Ellison and Co, Petty Curry, Cambridge
Sponner, James, South Creaks, Norfolk, Bricklayer. Mar 20 at 3 at office of Cates, Swan st, Fakenham
Stedmar, Thomas George, Torquay, Tailor. Mar 19 at 3.30 at Craven Hotel, Craven st, Strand. Hamlyn, Torquay
Sutcliffe, David, Rochdale, Lancaster, Saddler. Mar 22 at 3 at Reed Hotel, Yorkshire st, Rochdale. Heap and Molesworth, Rochdale
Sykes, Nathaniel, Bow Common, Licensed Victualler. Mar 27 at 3 at Inns of Court Hotel, Holborn. Hubbard, West Smithfield
Tagart, Howell Goddard, Oxford, Bootmaker. Mar 20 at 3 at 54, Cornmarket st, Oxford. Mallam, Oxford
Taylor, Oliver Ross, Harrington, Cumberland, Draper. Mar 19 at 2 at office of Mason and Thompson, Duke st, Whitehaven
Thomas, Richard, West Dean, Gloucester, Iron Manufacturer. Mar 19 at 2.30 at Bell Hotel, Gloucester. Taynton, Gloucester
Towers, John, Salford, Lancaster, Grocer. Mar 21 at 3 at office of Salomonson Kennedy st, Manchester
Trischler, Ferdinand Henry, Carlisle, Cumberland, Watchmaker. Mar 21 at 3 at office of Hargreave and Vince, Colmore row, Birmingham
Vane, John, High Halden, Kent, Engine Proprietor. Mar 17 at 11 at Railway Hotel, Hendon, Macc
Vass, William, Afghan rd, Clapham Junction, Licensed Victualler. Mar 20 at 12 at office of Cooper, Broad at bldgs, Liverpool st
Wareham, Henry, Blandford Forum, Dorset, Grocer. Mar 17 at 12 at office of Brennan, Blandford
Waring, Samuel Thomas, Plymouth, Devon, Fruiterer. Mar 19 at 12 at Talbot Hotel, Bristol. Rooker and Co, Plymouth
Weaving, Eliza, Yatalera, Glamorgan, Licensed Victualler. Mar 16 at 11 at office of Evans and Davies, Wind st, Swansea
Wheeler, John, Hendland, Hereford, Miller. Mar 16 at 10.30 at office of Boycott, Palace rd, Hereford
Wheeler, Josiah, Bix, Oxford, Licensed Victualler. Mar 15 at 3 at office of Blads, St Martin's st, Wallingford
White, John, Thornhill, York, Farmer. Mar 21 at 3 at office of Marsden and Co, Westgate, Wakefield
Wilkinson, Richard, Bradford, York, Ironmonger. Mar 20 at 3 at office of Haley, Queen Anne chbrs, Sun Bridge rd, Bradford
Wilkinson, Thomas, Shanklin, Hants, Haberdasher. Mar 21 at 1 at offices of Needham, New Inn, Strand
Williams, Daniel, Lower Sloane st, Chelsea, Oil Hawker. Mar 10 at 1 at offices of Smith, Leadenhall st
Williams, Edward Daniel, Bridgend, Glamorgan, Innkeeper. Mar 13 at 11 at offices of Jones, Philharmonic chbrs, Cardiff
Williams, Frederick, Westbury rd, Wood Green, Nurseryman. Mar 24 at 1 at Queen's Head Hotel, Wood Green. Bartlett, Covent garden
Wilmot, John, Cromer st, Brunswick sq, General Dealer. Mar 17 at 12 at offices of Plunkett and Leader, St Paul's churchyard
Wright, Charles, Leicester, Builder. Mar 22 at 12 at Wellington Hotel, Leicester
Wright, John William, St Suffolk st, Southwark, Grocer. Mar 14 at 3 at offices of Chipperfield, Southwark

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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THIRTY-FOURTH ANNUAL REPORT,
For the Year ending 31st December, 1882.

THE DIRECTORS have much pleasure in
presenting their Report and Accounts for the year
1882.
The reduction in the rate of expenditure in both
branches has been continued during the year.
The invested Funds of the Company, including the
paid-up Capital, now exceed Three Millions—viz., Ordinary
Branch, £468,178; Industrial Branch, £2,119,225.
ORDINARY BRANCH.
The New Business of this Branch for the year consists
of 7,747 Policies, assuring the sum of £365,148, and pro-
ducing a New Annual Premium Income of £32,777.
The Claims of the year amount to £73,621, representing
465 Deaths and 24 Endowment Assurances matured.
The Annual Premium Income at the end of the year is
£204,940, being an increase of £22,216 over the year 1881.
The Investments of the year have been made principally
in Consols, Mortgages upon Freehold Property in Lon-
don, and Reversions.
The rate of Expenditure of the Branch is less than Ten
and a half per cent. on the Premium Income.
INDUSTRIAL BRANCH.
No Premiums actually received during the year in this
Branch are £2,126,022 3s. 11d. as compared with the sum
of £1,919,404 18s. 6d. received during 1881, being an in-
crease of Premium Receipts of £206,617 18s. 6d.
The Claims of the year amount to £773,813, and the
total amount of Claims paid in this Branch is £4,560,925.
The Investments of the year have been made in New
Three per Cents., Loans upon Rates, and Freehold Ground
Rents.
The total expenses of this Branch, as compared with
those of the previous year, show a reduction in the rate of
Expenditure of nearly two and a half per cent. on the
Premium Income.
The Company is now represented in every part of the
United Kingdom, and the charges for extension expenses
no longer appear in the accounts.

EDGAR HORNE, Chairman.
HENRY HARBEN,
THOS. REID, } Directors.
WILLIAM HUGHES,
THOS. C. DEWEY, } Managers.
W. J. LANCASTER, Secretary.

EQUITY AND LAW LIFE ASSURANCE
SOCIETY, 18, Lincoln's Inn-fields, London, W.C.
NOTICE IS HEREBY GIVEN that, pursuant to the
provisions of the Deed of Settlement, the ANNUAL
GENERAL MEETING will be held at this office on Tues-
day, the 20th day of March next, to receive the report of
the Directors; to elect three Directors and two Auditors
in the room of those who retire by rotation; to elect a
Director in the room of Charles John Dimond, Esq.,
deceased, and for other business.
The Chair will be taken at half-past 1 o'clock precisely.
By order of the Board of Directors,
G. W. BERRIDGE, Actuary and Secretary.
March 1, 1883.

OXON and BERKS BANK, OXFORD,
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AND THE

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AND PUBLIC AND PRIVATE INSTITUTIONS THROUGH-
OUT THE UNITED KINGDOM.

WHO ARE LEWIS'S? Well, Lewis's are as
well known in Liverpool as the Bank of
England is known in London. Lewis's began
business in Liverpool thirty years ago, and Lewis's
have at this present time one of the very largest
businesses in England.

Lewis's have not always sold Tea, but having a
very large number of employes to provide with an
afternoon meal, Lewis's were struck with the dif-
ficulty of procuring a good drinkable and refresh-
ing Tea for them at a moderate price. The ordinary
Teas were perfectly abominable. Tired of the
constant and not unreasonable complaints, and of
the perpetual changing their tea-dealers, Lewis's
at last resolved to buy their Tea, for the use of
their establishment, direct from the shippers, and
to engage a qualified person to make the purchase.
Lewis's could hardly believe there could be such a
change for the better in the cost and quality of the
Tea so bought—but "experience teaches." Lewis's
thought what was good enough for the use of all
their establishments, public and private, would
surely be good enough for the general public.
Lewis's then began to sell Teas to their friends,
and at last were induced to make the sale public
in Lancashire, where they sell twenty thousand
pounds of Tea per week. Lewis's now feel they
have benefited only a small proportion of the
population; they intend, in future, to make their
Tea known all over the United Kingdom.

Lewis's pure, splendid Tea is one stated price,
2s. a pound. Lewis's have no other price Tea,
neither higher nor lower, and this Two Shilling
Tea is fit for the Queen to drink. Two Shillings
is a favourite price with Lewis's, they having been
able to supply the public with many excellent
things at this price. Not till after much hard
work did Lewis's succeed in blending a splendid
and most deliciously-flavoured Tea, which they are
giving to the public for 2s. a pound. Many tea-
dealers charge the public 3s. and 3s. 6d. for a
similar quality. Lewis's desire to be the universal
suppliers of Tea. Tea is drunk in every house-
hold in the United Kingdom; it should therefore
be sold at a less profit than any other article of
consumption, except bread.

Lewis's wish particularly to direct the attention
of every family and every householder to the great
advantage there is in buying Lewis's Two Shilling
Tea. The flavour is so good, and the strength so
very great, that one pound goes farther than
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always the water boils thoroughly. The proof
that Lewis's do not exaggerate the appreciation in
which their Two Shilling Tea is held, lies in the
fact that they receive thousands of orders every
day from all parts of the United Kingdom.

Lewis's would like members of the press all over
the United Kingdom to write for a pound of
Lewis's Two Shilling Tea; they are sure to be
satisfied and astonished with the result. Every
hotel-keeper, and every public and private institu-
tion throughout the country, should write to
Lewis's, in Liverpool, for a pound of Lewis's Two
Shilling Tea. The risk is not great; it is only to
send two shillings in stamps to Lewis's, in Liver-
pool, and in return they will receive a pound of
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PROVIDENT LIFE OFFICE,
50, REGENT STREET, W., & 14, CORNHILL, E.C.

Extract from Report of the Directors for the year 1882.
"Proposals were received for Assurances amounting
to £667,670. Of these, the Directors declined £75,100, and
accepted £592,570, the largest amount of new business
ever done by the Office in one year. The New Premiums
amounted to £19,311.
"The Claims were £162,836 13s. 9d., being £3,790 less
than those for 1881.
"The Annual Income from all sources increased from
£290,077 to £300,973.
"The Invested Funds amounted to £3,299,086, as com-
pared with £2,307,066 in 1881.
"With the close of the year 1882 was completed another
Quinquennial or Bonus period; within which great pro-
gress has been made, as will be seen in the following
figures:—

Period of Five Years.	Amount of New Premiums.	Amount of New Assurances.
1863 to 1867	£58,913	£1,742,905
1868 " 1872	58,708	1,763,499
1873 " 1877	68,033	2,023,788
1878 " 1882	88,175	2,683,111

"The Quinquennial Valuation shows a surplus of
£409,031 17s. 8d. Under the Deed of Constitution, one-
half must be reserved and will accumulate at interest
until the next division of Profits in 1888. The other half,
£204,515 18s. 10d., will be divided between the Shareholders
and Policyholders, in the proportion required by the Deed,
the Shareholders receiving £3,145 only, the Policyholders
£201,370 18s. 10d., the reversionary value of which sum
will be added to their Policies.

"The position of the Office, then, stands thus:—After
making full provision for every Policy Liability, upon a
stringent net Premium Valuation, and after the distribu-
tion of a Bonus of £241,370 18s. 10d. to the Policyholders,
and £3,145 to the Shareholders, the PROVIDENT com-
mences another quinquennial period, dating from the 1st
of January, 1883, with a surplus of £249,515 18s. 10d.—in
itself an element of great strength, and a source of Profit
for the next Bonus distribution to be made five years
hence. Under these conditions, the Directors confidently
look forward to a career of unabated success, and of con-
tinued progress."

Chairman's Address, Prospectus, &c., can be obtained
on application to

CHARLES STEVENS, Secretary.

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WISE MEN INSURE AGAINST THEIR COST!

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WILLIAM J. VIAN, Secretary.

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COMPANY.—FIRE, LIFE, MARINE.

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Capital paid-up £200,000

Life Funds in Special Trust for Life Policy-
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Total Annual Premium Income exceeds £1,077,000

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